Polk County Board of County Commissioners

Meeting Agenda - Final-revised

January 20, 2026 Regular BoCC meeting

In accordance with the American with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact the Communications Office not later than 48 hours prior to the proceeding. Their office is located in the County Administration Building, 330 West Church Street in Bartow. Telephone (863) 534-6090 or TTY (863) 534-7777. If hearing impaired dial 7-1-1 for Florida Relay services or call (800) 955-8771 (TTY); dial (800) 955-1339 if you are using a computer.

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CALL TO ORDER - 9:00 a.m. (MARTHA SANTIAGO, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (MARTHA SANTIAGO, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Employee Recognition

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

C. APPROVE CONSENT AGENDA

C.1. Approve Consent Agenda.

D. COUNTY COMPTROLLER (STACY M. BUTTERFIELD, CPA)

D.1. Disbursements.

D.2. Minutes of Regular Board meeting held on January 6, 2026.

E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

F. COUNTY ATTORNEY (RANDY MINK)

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Request Board Approve Amendment 3 with Kimley-Horn and Associates, for Agreement 2022-041, Thompson Nursery Road extension. ($4,119,689.30 one-time expense)

G.2. Approve Construction Contract with Timmons Contracting Inc. for the Rock Ridge Rd Bridge Replacement project ($2,229,446.00 one-time expense)

G.3. Approve Construction Contract with Legacy Sports Construction LLC for the Poinciana Park artificial turf fields project ($2,843,863.97 one-time expense)

G.4. Approve Construction Contract with Legacy Sports Construction LLC for the Hunt Fountain Park artificial turf fields project ($2,510,707.00 one-time expense)

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Commissioner Wilson Comments.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

M. LAY BOARD APPOINTMENTS

N. EXPEDITED HEARINGS PURSUANT TO RESOLUTION NO. 2022-089

* County Attorney opening comments

N.1. Public Hearing (LDCU-2025-21 Stericycle Reconstruction) (Adoption Hearing) to consider a request to approve a Conditional Use request for an expansion of a non-conforming Solid Waste Management Facility (SWMF) to include a new operations building and additional parcels. This application also includes a request for a permit in accordance with the SWMF Siting and Operation Ordinance No. 2014-14. (No Fiscal Impact)

N.2. Public Hearing (LDCPAS-2025-30 Lake Gibson Estates CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation on 2.55 acres +/- parcel from Residential Low (RL) to Residential Medium (RM) in the Urban Growth Area (UGA) with a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions to reference the subject site has development conditions part of a LDC Text Amendment (LDCT-2025-21) to Appendix E. (No Fiscal Impact)

N.3. Public Hearing (LDCT-2025-21 Lake Gibson Estates Text Amendment) (Adoption Hearing) to consider the adoption of a Land Development Code Text Amendment to add development conditions in Appendix E, Section E105 for property subject to LDCPAS-2025-30 which is a land use change on 2.55 +/- acres from Residential Low (RL) to Residential Medium (RM). (No Fiscal Impact)

N.4. Public Hearing (LDCT-2025-23 Alcohol Separation Requirements & Hours LDC Text Amendment) (Adoption Hearing) to amend Chapter 2, Section 224 and Table 2.4, to change the method of distance measurement, reduce distance separations for different types of alcohol licenses from religious institutions and schools, and adjust Sunday hours of operation. (No Fiscal Impact).

N.5. Public Hearing (LDCT-2025-24 Powerline Landscape Buffers LDC Text Amendment) (Adoption Hearing) to modify landscaping requirements to include a Utility Buffer (No Fiscal Impact).

O. PUBLIC HEARINGS

O.1. Public Hearing (LDCDD-2025-2 Gardener Trails CDD) (Adoption Hearing) to consider the adoption of an applicant-initiated ordinance to establish a new Community Development District (CDD) in the unincorporated area of Polk County.

O.2. Public Hearing (LDCPAL-2025-9 ECX CPA) (Adoption Hearing) to consider the adoption of a Large-Scale Comprehensive Plan text amendment to Policy 2.131-RA4. F. 3. (h) to amend the personal services and commercial limitation to exceed 30 percent of the Employment Center (ECX) when approved as a Conditional Use in the US 98 SAP. This case is related to LDCT-2025-20 which is a companion Land Development Code text amendment. (No Fiscal Impact)

O.3. Public Hearing (LDCT-2025-20 ECX LDC Text Amendment) (Adoption Hearing) a Land Development Code text amendment to Section 401.04.D.6(g) changing the personal services and commercial limitation to exceed 30 percent of the Employment Center (ECX) when approved as a Conditional Use in the US 98 SAP. This case is related to a companion Comprehensive Plan text amendment LDCPAL-2025-9. (No Fiscal Impact)

P. REQUEST FROM THE GENERAL PUBLIC/AUDIENCE AND OPPORTUNITY TO BE HEARD

P.1. Comments.

Q. WORK SESSION ITEMS

R. CONSENT AGENDA ITEMS

R. COMMISSIONER DISTRICT 1

R. COMMISSIONER DISTRICT 2

R. COMMISSIONER DISTRICT 3

R. COMMISSIONER DISTRICT 4

R. COMMISSIONER DISTRICT 5

R. COUNTY COMPTROLLER

R.1. Affidavits of Publication of Unclaimed Funds received from the Tax Collector and Clerk of the Circuit Court.

R.2. Removal of equipment from inventory as listed on Blanket Removal Form 2233.

R. COUNTY MANAGER

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R. OFFICE OF PLANNING & DEVELOPMENT

R.3. Approve the release of a surety in the amount of $257,880.70 in the form of Performance Bond No. 2298100 for Campbell Subdivision. (No Fiscal Impact)

R.4. Accept Campbell Subdivision potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

R.5. Accept a one-year warranty and surety in the amount of $326,474.66 in the form of Maintenance Bond No. 2300244 for Campbell Subdivision. (No Fiscal Impact)

R.6. Approve the release of a surety in the amount of $1,230,727.10 in the form of Performance Bond No. 72BSBIY2461 for Ross Creek. (No Fiscal Impact)

R.7. Accept Ross Creek potable water and wastewater utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

R.8. Accept a one-year warranty and surety in the amount of $135,275.48 in the form of Maintenance Bond No. 024280661 for Ross Creek. (No Fiscal Impact)

R.9. Accept Haven at Davenport potable water and wastewater utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

R.10. Accept a one-year warranty and surety in the amount of $50,490.36 in the form of Maintenance Bond No. 800172042 for Haven at Davenport. (No Fiscal Impact)

R.11. Accept Legacy at Davenport Self Storage potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

R.12. Accept a one-year warranty and surety in the amount of $1,577.53 in the form of Maintenance Bond No. GM250521 Legacy at Davenport Self Storage. (No fiscal Impact)

R.13. Accept Stein US 98 Self Storage potable water and wastewater utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

R.14. Accept a one-year warranty and cash surety in the amount of $2,621.00 for Stein US 98 Self Storage. (No Fiscal Impact)

R.15. Approve the release of a surety in the amount of $204,189.96 in the form of Performance Bond No. SU1206969 Fifth Third Bank Champions Crossing. (No Fiscal Impact)

R.16. Accept an eighteen-month warranty and surety in the amount of $2,713.50 in the form of Maintenance Bond No. SU1206969-M for Fifth Third Bank Champions Crossing. (No Fiscal Impact)

R.17. Approve the release of a surety in the amount of $98,340.00 in the form of Performance Bond No. GM226224 for Serenity at Peace Creek Reserve. (No Fiscal Impact)

R.18. Accept an eighteen-month warranty and surety in the amount of $8,940.00 in the form of Maintenance Bond No.GM252785 for Serenity at Peace Creek Reserve. (No Fiscal Impact)

R.19. Accept Performance Surety in the amount of $405,984.21 in the form of Performance Bond No. SU 1204524 for Cottonwood. (No Fiscal Impact)

R.20. Accept Performance Surety in the amount of $794,474.12 in the form of Performance Bond No. 875185 and subdivision agreement for Knights Landing Phase 2. (No Fiscal Impact)

R. BUILDING

R. DEPUTY COUNTY MANAGER

R.21. Interlocal Agreement with the Highlands County for expansion of the District 10 Medical Examiner's Office (Highlands to contribute $1,500,000)

R.22. Approve an Interlocal Agreement with Hardee County for the expansion and renovation of the District 10 Medical Examiner's Office (Hardee to contribute $500,000)

R. BUDGET & MANAGEMENT SERVICES

R. PROCUREMENT

R. COMMUNICATIONS

R. COOPERATIVE EXTENSION SERVICES

R. HEALTH & HUMAN SERVICES

R. HUMAN RESOURCES

R. INFORMATION TECHNOLOGY

R. CODE ENFORCEMENT

R. COURT SERVICES

R. RISK MANAGEMENT

R. COMMUNITY HEALTH CARE

R.23. Approve Agreement with Cynet Health, Inc. to provide recruitment services of mental health provider positions for community mental health agencies. ($2,000,000.00 of 5 year period)

R. FACILITIES MANAGEMENT

R. FLEET MANAGEMENT

R. PARKS & NATURAL RESOURCES

R.24. Approve the Wildland Conservation (Wildlands), Inc. Scope of Services Agreement with the County to provide Land management support to the Environmental Lands Program. (Fiscal Impact $195,000)

R. FIRE RESCUE

R. EMERGENCY MANAGEMENT

R. REAL ESTATE SERVICES

R.25. SET HEARING to consider a request to vacate a portion of deeded right-of-way for Johnson Road along with a request to vacate a portion of a platted drainage easement shown on the plat of Country Class Estates Phase Two. (Suggested hearing date is February 3, 2026 at 9:00 a.m or immediately following the regular agenda)

R.26. Approve Land Purchase Agreement in conjunction with the purchase of conservation preservation property located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, Perone parcels ($10,000 one-time expense)

R.27. Declare surplus and authorize the private conveyance of the County's interest in Parcel ID Number 252824-353600-004061. ($5,000, one-time revenue)

R.28. Accept Quit Claim Deed for additional rights-of-way along Cody Villa Road, Wes Mann Road and Minute Mann Road as requested through the Development Review Process. (No fiscal impact)

R. ROADS & DRAINAGE

R.29. Approve Construction Contract with American Design Engineering Construction, Inc. for the City of Lake Wales Orange and Crystal Avenue project ($826,872.95 one-time expense)

R.30. Approve Agreement for the Transfer of Roads from Polk County to City of Bartow ($1,300,000.00 One-time Expense)

R.31. Approve Consultant Services Authorization (CSA) No. 25-054-01 with RS&H, Inc. (Consultant) to provide Construction, Engineering, and Inspection (CEI) services for the Rockridge Road Bridge 164138 Replacement Project. ($273,111.46 one-time expense)

R.32. Approve Modification No. 1 to Consultant Services Authorization (CSA) 2022-086-04 with DRMP, Inc. (Consultant) for the SR 33 @ Mt. Olive Road Project. ($18,460.00 one-time expense)

R.33. Approve an Interlocal Agreement Between Polk County and City of Auburndale for the intersection Design at CR-559 and Gapway Road (No Fiscal Impact)

R. UTILITIES

R.34. Approval of Interlocal Bulk Wastewater Service Agreement between Polk County and Tohopekaliga Water Authority. (represents approx. $5,400 continuing monthly operating expenses)

R. SOLID WASTE

R.35. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Lazy Lizard Dumpster and Trailer Rental LLC. (No fiscal impact)

R.36. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by I4 Waste Valet & Recycling LLC. (No fiscal impact)

R.37. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by RAM Waste Management Inc., d/b/a Dumpster Dudez of Polk County. (No fiscal impact)

R.38. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Barajas Junk Removal & Services LLC. (No fiscal impact)

R.39. Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Michael King Trucking LLC. (No fiscal impact)

R. ELECTED OFFICIAL AND OTHER GOVERNMENTAL AGENCY

R. COURT RELATED

R. POLK COUNTY PROPERTY APPRAISER

R. POLK COUNTY SHERIFF

R. POLK COUNTY SUPERVISOR OF ELECTIONS

R. POLK COUNTY TAX COLLECTOR

R. WORKFORCE DEVELOPMENT BOARD

R. COUNTY ATTORNEY

R.40. Subordination Agreement for Lien for Affordable Housing Impact Fee Waiver - Norma Castellanos (No fiscal impact)

ANNOUNCEMENTS

Below are scheduled events and public meetings at which two or more County Commissioners or Planning Commissioners may appear to discuss issues that may come before the Board of County Commissioners.

- Monday, January 19, 2026 – The offices of the Board of County Commissioners will be closed in observance of the Martin Luther King, Jr Day Holiday.

- Wednesday, January 21, 2026 – 7:30 a.m. – Technical Advisory Group (TAG) for Polk County Environmental Lands Program will gather in the parking lot at the Parks & Natural Resources Office, 4177 Ben Durrance Road, Bartow. Please contact brookemoherek@polkfl.gov for details

- Wednesday, January 21, 2026 – 9:00 a.m. – Value Adjustment Board hearings will be held in Conference Room 341, Third Floor, County Administration Building.

- Wednesday, January 21, 2026 – 9:00 a.m. – Appellate Special Magistrate of the Code Enforcement Unit will meet in the County Commission Boardroom.

- Thursday, January 22, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

- Thursday, January 22, 2026 – 9:00 a.m. – Tourist Development Council's Sports and Special Events Committee will meet at the Auburndale Civic Center, 2220 Lake Ariana Boulevard, Auburndale.

- Thursday, January 22, 2026 – 9:30 a.m. – Polk Transportation Technical Advisory Committee (TAC) will meet in the FDOT Conference Center, 801 North Broadway Avenue, Bartow.

- Thursday, January 22, 2026 – 1:30 p.m. – Land Use Hearing Officer (LUHO) Hearings will be held in the County Commission Boardroom.

- Thursday, January 22, 2026 – 5:00 p.m. – 2026 Polk County Day Reception will be held at The Capitol, 22nd Floor, 400 South Monroe Street, Tallahassee.

- Tuesday, January 27, 2026 – 1:00 p.m. – 2nd Selection Committee Meeting for RFP 26-054 Architectural & Engineering Services for Polk County Fire Rescue Administration will convene in Procurement Conference Room 150, First Floor, County Administration Building.

- Tuesday, January 27, 2026 – 3:00 p.m. – Lakes Access Advisory Meeting will be at the Parks and Natural Resources Office, 4177 Ben Durrance Road, Bartow.

- Wednesday, January 28, 2026 – 8:30 a.m. – Central Florida Development Council (CFDC) EconDev Forum 2026 will be held at Polk State College, Clear Springs Advanced Technology Center Campus, 310 Technology Drive, Bartow.

• Wednesday, January 28, 2026 – 2:00 p.m. – Polk Regional Water Cooperative (PRWC) Board of Directors meeting will be held at the Lake Myrtle Sports Complex, 2701 Lake Myrtle Park Road, Auburndale.

• Thursday, January 29, 2026 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, Polk County Administration Building.

• Thursday, January 29, 2026 – 1:00 p.m. – 2nd Selection Committee Meeting for RFP 26-055 CMAR Smith Lane Joint-Use Fire Rescue Station will convene in Procurement Conference Room 150, First Floor, County Administration Building.

• Thursday, January 29, 2026 – 1:30 p.m. – 3rd Selection Committee Meeting for RFP 26-055 CMAR Smith Lane Joint-Use Fire Rescue Station will convene in Procurement Conference Room 150, First Floor, County Administration Building.

• Friday, January 30, 2026 – 9:00 a.m. – Board/Staff Agenda Review meeting to discuss the Agenda and any other matters that may come before the Board will be held in the Commissioners' Conference Room, Room 407, Fourth Floor, County Administration Building.

Agenda Item A.1. 1/20/2026

SUBJECT

Employee Recognition

DESCRIPTION

Robert “Bobby” P. Bohn, Jr. - Fire Rescue - 30 Years

Francis “Frank” G. Wargo, Jr. - IT - 25 Years

Dharam “Dave” P. Pooran - IT - 25 Years

RECOMMENDATION

Approve

FISCAL IMPACT

N/A

CONTACT INFORMATION

Trisha Futty

Communications Office Manager

trishafutty@polkfl.gov

Agenda Item C.1. 1/20/2026

SUBJECT

Approve Consent Agenda.

DESCRIPTION

All items on the Consent Agenda are approved in one motion.

RECOMMENDATION

Approve Consent Agenda.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

Agenda Item D.1. 1/20/2026

SUBJECT

Disbursements.

DESCRIPTION

Disbursements include payroll and invoice checks, and wire and electronic fund transfers. For detailed list, see Check Register on file in the Clerk's department of Comptroller to the Board.

RECOMMENDATION

Approve and ratify disbursements.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

APPROVE AND RATIFY

Payroll Check Numbers	**04375**	**thru**	**04383**
In the Amount of	**$18,646.93**		
# of Direct Deposits	**2979**		
In the Amount of	**$4,970,763.25**		
Dated	**January 9, 2026**		
Wire and Electronic Fund Transfers	**$18,847,127.32**		
Dated	**January 6, 2026**	**thru**	**January 19, 2026**
Invoice Checks Numbered	**497312**	**thru**	**498168**
Totaling	**$9,312,590.88**		
Dated	**January 6, 2026**	**thru**	**January 19, 2026**

Request approval of minutes of Regular Board Meeting Held on **January 6, 2026**

Agenda Item D.2. 1/20/2026

SUBJECT

Minutes of Regular Board meeting held on January 6, 2026.

DESCRIPTION

At each Board meeting, minutes of the previous Board meeting are approved.

RECOMMENDATION

Approve minutes.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

January 06, 2026 Regular BoCC meeting

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If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Rollcall

Present:	Commissioner Becky Troutman Commissioner Rick Wilson Commissioner Bill Braswell Commissioner Martha Santiago Commissioner Michael Scott

CALL TO ORDER - 9:00 a.m. (MARTHA SANTIAGO, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

Minutes: Chair Santiago thanked Chaplain Murphy Hanley for his dedication for being here at every Board meeting leading us in prayer. She said we appreciate that and they wanted him to know.

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

Minutes: Mark Bowne said he is here on behalf of Med Fleet Ambulance. He said he is opposed to the application for a COPCN with Panther Mountain Enterprises, LLC. He said their position is not driven by competition it is in patient safety, system stability and adherence to Florida law. He said the applicant is a newly formed entity established just over 100 days ago. He discussed concerns with the company.

County Attorney Randy Mink said that Fire Rescue and the County Attorney's office

reviewed the objection and they did not see any issues issuing the COPCN. He said we have had startup groups come into Polk and they have to meet all the state requirements before operating. He said before they start they have to have a COPCN and get the license from the state. He said there was a fictitious name for the Express Medical Transport that was confirmed that it was filed with the state. He said we are comfortable moving forward at this time. He stated if there is an issue they have the right to appeal it.

Upon question, Mr. Mink said that once they meet all the state requirements they can operate. He said right now they are getting the ability to operate in the county. He said they will have to show the license and file with Fire Rescue before operating. He clarified that the obligations were met and they did not find the objections valid at this time.

C. APPROVE CONSENT AGENDA

C. APPROVE CONSENT AGENDA

C.1. Approve Consent Agenda.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Rick Wilson
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

D. COUNTY COMPTROLLER (STACY M. BUTTERFIELD, CPA)

D.1. Disbursements.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Rick Wilson
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

D.2. Minutes of Regular Board meeting held on December 16, 2025.

RESULT:	**APPROVED**
MOVER:	Becky Troutman
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve agreement with WSB LLC for construction engineering and inspection (CEI) services for the County Road 557 widening project. (not-to-exceed one-time expense $7,671,349.67)

Minutes: Chair Santiago wished County Manager Bill Beasley a Happy Birthday.

Mr. Beasley discussed the agreement with WSB LLC, for construction engineering and inspection services for the County Road 557 widening project. He recommended approval.

RESULT:	**APPROVED**
MOVER:	Rick Wilson
SECONDER:	Becky Troutman
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

G.2. Approve Consultant Services Authorization (CSA) No. 2022-089-04 with Jacobs Engineering Group, Inc., (CONSULTANT) to provide professional design services for the development of full construction documents for the CR 542A/Galloway Road at Swindell Road intersections. (Total cost not to exceed $495,095.89)

Minutes: County Manager Bill Beasley discussed Consultant Services Authorization (CSA) No. 2022-089-04 with Jacobs Engineering Group, Inc., providing professional design services for the development of full construction documents for the CR 542A/Galloway Road at Swindell Road intersections. He recommended approval.

RESULT:	**APPROVED**
MOVER:	Becky Troutman
SECONDER:	Rick Wilson
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

G.3. Utility infrastructure agreement with Clayton Properties Group, Inc. for the Myrtlebrook Development Lift Station Upsizing, Force Main upsizing, and Force Main and Potable Water Line abandonment. ($313,838.72 One-time expense.)

Minutes: County Manager Bill Beasley discussed the utility infrastructure agreement with Clayton Properties Group, Inc., for the Myrtlebrook development lift station. He recommended approval.

Upon question, Mr. Beasley said the materials for the stormwater improvements are on site. He said the lift station is in a remote area and will look appropriate.

RESULT:	**APPROVED**
MOVER:	Becky Troutman
SECONDER:	Rick Wilson
AYE:	Wilson, Braswell, Santiago, and Scott
Absent:	Troutman

G.4. Approve agreement with GISJane LLC to provide forecasting, detection, and mitigation of harmful algal blooms. ($300,000.00 one-time expense)

Minutes: County Manager Bill Beasley reviewed the agreement with GISJane LLC, providing forecasting, detection, and mitigation of harmful algal blooms. He recommended approval.

RESULT:	**APPROVED**

MOVER:	Rick Wilson
SECONDER:	Becky Troutman
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

Minutes: Commissioner Troutman said we have a packed audience today, real life happens, and she had a daughter that swallowed a filling in the process. She said if they see her looking at a phone today, please know that she is attending and being a mom. She stated this is a new year and she looks forward to doing great things in Polk.

I. COMMISSIONER DISTRICT 2 (RICK WILSON)

I.1. Reappoint Charles R. Walter, P.G. as a Member (Seat 1) of the Polk County Industrial Development Authority, for the three-year term, February 6, 2026 through February 5, 2029. (District 2 Appointment)

RESULT:	**APPROVED**
MOVER:	Rick Wilson
SECONDER:	Becky Troutman
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

I.2. Commissioner Wilson Comments.

Minutes: Commissioner Wilson wished a Happy New Year to everybody. He wished a Happy Birthday to County Manager Bill Beasley.

J. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

J.1. Commissioner Braswell Comments.

Minutes: Commissioner Braswell said every morning they get the email from the EOC. He stated with the rain we should reconsider the Burn Ban.

County Attorney Randy Mink said the Burn Ban is from the Fire Chief but the Board has some discretion. He said they will get with the Fire Chief.

County Manager Bill Beasley said the Board would ratify it after so that it can happen quicker.

Commissioner Braswell discussed the ability to exempt out of the ban.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Appoint Julie Jackson as a Member of the Polk County Planning Commission, for the remainder of the three-year term, January 6, 2026, to August 31, 2026.

RESULT:	**APPROVED**
MOVER:	Michael Scott
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

K.2. Commissioner Scott Comments.

Minutes: Commissioner Scott applauded the residents for adhering to the Burn Ban with fireworks being banned. He said as dry as we were he appreciates the citizens staying safe.

M. LAY BOARD APPOINTMENTS

M.1. Appoint KellyAnn Beach as a member of the Tourist Development Council to fulfill the remainder of Dexter Pagara four-year term which ends August 31, 2027.

RESULT:	**APPROVED**
MOVER:	Becky Troutman
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

L. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO, CHAIR)

L.1. Chair Santiago Comments.

Minutes: Chair Santiago said they participated in the ribbon cutting for the Sheriff's command station in Poinciana. She said it was well attended and it was a great event. She stated we are excited to see the public funds being put where they need to be put to serve our communities.

N. EXPEDITED HEARINGS PURSUANT TO RESOLUTION NO. 2022-089

Minutes: County Attorney Randy Mink reminded the audience of the procedures for public hearings and the expedited hearings. He swore in those who plan to speak.

N.1. Public Hearing (LDCPAL-2025-6 Poinciana Bayberry St CPA) (Adoption Hearing) to consider the adoption of a Large-Scale Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation on +/- 72.27 acres from Development of Regional Impact (DRI) to Institutional (INST) in Poinciana Master Plan. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed map amendment. He said that staff and the Planning Commission recommended approval. He said there were no comments from the Department of Commerce.

The Chair opened a public hearing; no one spoke.

Commissioner Troutman said she appreciates the superintendent being here to

discuss this or answer any questions. She said it is important that our school system continues to be able to meet the needs.

Chair Santiago said she looks forward to this high school and it is well needed in this area.

RESULT:	**APPROVED**
MOVER:	Becky Troutman
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

N.2. Public Hearing (LDCD-2025-10 Poinciana Bayberry St Sub-District Change) (Adoption Hearing) to consider the adoption of a Sub-District change on +/- 72.27 acres from Institutional (INST-1) to Institutional (INST-2) in the Utility Enclave Area (UEA). (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed land use amendment. He said that staff and the Planning Commission recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Rick Wilson
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

N.3. Public Hearing (LDCT-2025-21 Lake Gibson Estates Text Amendment) (First Reading) to consider the adoption of a Land Development Code Text Amendment to add development conditions in Appendix E, Section E105 to limit the allowable uses and density to only 16 units for the property subject to LDCPAS-2025-30 which is a small scale Future Land Use Map amendment from Residential Low (RL) to Residential Medium (RM) on +/- 2.55 acres. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed text amendment. He said that staff and the Planning Commission recommended approval. He said this is the first reading.

Commissioner Scott said he appreciates the applicant's willingness to strike some of the Conditional Use on a Level 1 or 2 Review. He said speaking with residents they feel they are getting worn down because it was denied before and it is coming back. He said this area has a mobile home park on 98. He understands they are trying to put in duplexes and he sees this needing to stay RL-3 and RM is not compatible.

Sarah Case, applicant, said there was a 7/0 approval with the Planning Commission. She said it seemed the concern was if it was straight RM there would be some leeway to develop it in any fashion allowable under the RM. She said they decided to do a companion text amendment that rules out all of the other things they can do in RM. She said they submitted a site plan to accompany this. She said in the ordinance everything that is underlined is prohibited and parcel specific. She said she appreciates

approval.

The Chair opened a public hearing; no one spoke.

Commissioner Scott said in speaking with the residents there is still concern. He said looking at the perception in that community they do not see RM as being compatible.

Commissioner Troutman confirmed that it clearly states that mobile homes are prohibited.

N.4. Public Hearing (LDCT-2025-23 Alcohol Separation Requirements & Hours LDC Text Amendment) (First Reading) to amend Chapter 2, Section 224 and Table 2.4, to change the method of distance measurement, reduce distance separations for different types of alcohol licenses from religious institutions and schools, and adjust Sunday hours of operation. (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed text amendment regarding alcohol separation requirements and hours. He said that staff and the Planning Commission recommended approval. He said this is the first reading. He confirmed that information from surrounding counties and municipalities requirements were considered.

The Chair opened a public hearing; no one spoke.

Upon question, Mr. Ziskal said there was no feedback from the Sheriff.

N.5. Public Hearing (LDCT-2025-24 Powerline Landscape Buffers LDC Text Amendment) (First Reading) to modify landscaping requirements to include a Utility Buffer (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed text amendment for powerline landscape buffers. He said that staff and the Planning Commission recommended approval. He said this is the first reading.

The Chair opened a public hearing; no one spoke.

O. PUBLIC HEARINGS

O.1. Public Hearing to consider adoption of a resolution to vacate any public interest in a 30-foot strip of land lying south of Herndon Road and adjacent to the west of Parcel ID Number 273005-000000-011120. (No fiscal impact)

Minutes: Scott Lowery, Real Estate Services, reviewed the proposed vacation. He said there are no objections to the request. He recommended approval.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Becky Troutman
SECONDER:	Michael Scott
AYE:	Troutman, Braswell, Santiago, and Scott

Absent:	Wilson

O.2. Public Hearing to request the Board, by its own motion, consider adoption of a resolution to vacate a portion of platted, unopened, and unmaintained right-of-way shown as Bryan Avenue on the Map of Jester Subdivision. Also, request Board declare surplus and authorize the private conveyance of the County's interest in Parcel ID Number 262728-493000-000260 to Dwann Bowers. ($1,000, one-time revenue)

Minutes: Scott Lowery, Real Estate Services, reviewed the proposed vacation. He said there are no objections to the request. He recommended approval.

Upon question, Mr. Lowery said the Property Appraiser's office would assemble the right-of-way with the current property. He said for ours it will be a separate number unless they request it.

The Chair opened a public hearing; no one spoke.

RESULT:	**APPROVED**
MOVER:	Michael Scott
SECONDER:	Rick Wilson
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

O.3. Public Hearing (LDPD-2025-9 Highlands Club PD) (De Novo Hearing) appealing the decision of the Planning Commission to approve a Planned Development for 747 single-family homes.

Minutes: County Attorney Randy Mink reviewed the De Novo hearing procedures. He swore in those who were not previously sworn in.

Erik Peterson, Land Development, showed slides and reviewed the proposed request for a Planned Development (PD) for 747 single-family homes. He said because they are investing in public infrastructure they are expecting a return on the investment as part of the plan. He said this is consistent with the School Board's plan. He said this is an urban area with urban services. He said the applicant qualifies for 5 units per acre and they are asking for 2.74 units per acre. He reviewed the setbacks and said the minimum lot size is 6,000 square feet. He said the amenity plan is above and beyond what is required and has over the 20% required open space. He showed aerial photos of the site and the surrounding areas. He discussed the Level 2 Review process and said that is where things get reviewed by experts in their field. He said today is based on the consistency with the Comp Plan, LDC and compatibility with the surrounding areas. He said that this is compatible with the surrounding areas and staff recommends approval. He said it meets and exceeds the PD standards. He stated it is consistent with the Comp Plan and the LDC.

Commissioner Troutman said she has had ex parte communications with the applicant, members of the community and had site visits.

All Board members confirmed that they are able to hear the case and base it on the contents of the evidence presented today in an impartial manner.

Bart Allen, applicant, introduced the members of their team. He said that the documents in his PowerPoint are in the record. He submitted a binder into the record. He gave a timeline of the project. He said that it was recommended for approval by the Planning Commission. He said these are the areas where development has occurred going back to the 70's. He said there is commercial and other uses mixed into this region. He reviewed the proposed request and said that only Area A will have access to Crews Lake Drive. He said that staff found this consistent with the Comp Plan, the Land Development Code and compatible with the area. He reviewed the Comp Plan and said the request is for 2.7 units per acre and that does not include the 27 acre lake. He said they have 3 times as many density points. He reviewed the criteria and said the project meets and exceeds all of the requirements. He said they have to get to final development plan approval before locking in concurrency. He said there is plenty of capacity and ample water and sewer. He reviewed the existing traffic and planned infrastructure improvements. He reviewed the concurrency timeline and said if they cannot meet concurrency for any of the items they cannot move forward. He said they have satisfied the pillars and he requested Board approval.

Upon question, County Manager Bill Beasley said that wastewater is from the southwest plant off of Shepherd Road and the water is from the Pollard Road site production facility.

Upon question, Mr. Allen said there is no road to the east. He said Yarborough Lane has a light at 540A. He said the traffic study will determine Crews Lake. He said the red X's on the map are signals.

Commissioner Scott said his concern is that they have had other communities and developments flood during Milton because of closed basin scenarios. He discussed the ditch coming into the site and he asked about the retention ponds.

Mr. Allen said they are conditioned to do a 100-year storm water pond. He said if the pond has to get moved that is something that gets moved during the Level 2. He said it would depend on which area was impacted and it would not be wise to speculate on what would happen.

Commissioner Scott stated that promoting how the site has an over abundance or exceeds the minimum requirements, while that is good, he said he would not want to see that trimmed back for the sake of needing more storm water.

Mr. Allen said the outfall falls to the south. He said the wetland lines have been delineated and that has been accepted by the Water Management District.

Motion to accept Bryan A. Hunter, P.E,. as an expert witness.

RESULT:	**ACCEPTED**
MOVER:	Bill Braswell
SECONDER:	Rick Wilson
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

Minutes: Bryan Hunter, applicant, said the predominance of the site flows and drains from the south and southwest and southeast into Crews Lake Road and it is an enclosed basin. He said there is a bit of the land on the south that drops back off to the wetlands. He said most of the site drains to Crews Lake. He said Crews Lake Road is 10-12 feet higher in elevation than the 100-year flood plain of Crews Lake.

Commissioner Scott said he appreciates the willingness to have diligence and process but having gone through what we did as a county, the PE has liability insurance, the PE does not have homes that are representing millions of dollars of damages post a catastrophic event such as a closed basin flood scenario.

Mr. Hunter said he hears them and they know how to design to prevent those things.

Commissioner Scott said misinformation provided to the public at times can be deceptive. He said at that point of design to be mindful of that.

Richard Grosso, appellant, said his client Barbara Andrews has asked that he speak on her behalf. He said Sue Nelson and Max Forgey will be speaking during their presentation.

Max Forgey, appellant, discussed his qualifications.

Motion to accept Max Forgey as an expert witness.

RESULT:	**ACCEPTED**
MOVER:	Bill Braswell
SECONDER:	Michael Scott
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

Minutes: Mr. Forgey said he has presented an expert report to the Board. He discussed the criteria for approving PD's. He said to blend development with patterns that are already in place in the immediate neighborhoods; he said using mixed uses to reduce traffic is an example. He said his client is concerned with the external design and lives on a large horse farm and that is not compatible with this. He discussed how this is not compatible. He said he cannot dispute that the densities along Yarborough Lane are comparable. He said that he can dispute the density along Crews Lake Drive and McCall Road. He said these are significantly different densities. He said the applicant proposed an increase in density from 249 to 747 units. He said it would be incompatible with the character and lifestyle for Ms. Andrews. He referred to the Touchstone staff report in 2021 and said they have the same words of this report. He stated the Touchstone numbers have not been incorporated into this study. He discussed how this is not compatible and said this is infill development. He said this does not blend easily with existing land uses, especially the agricultural uses. He asked to deny this.

Upon question, Mr. Forgey said in regards to McCall Road he is talking about the northwest portion of the property.

Sue Nelson asked what factors do they look at when considering compatibility. She

discussed the factors that the Board must consider. She discussed the surrounding land use areas and the densities on the properties. She said this is a textbook example of incompatibility. She said this property will be isolated, duly burdened and encircled by this development. She discussed property owners crossing over two roads to access their property. She said there has been two fatalities on Crews Lake Drive. She discussed how there has been no roadway improvements. She discussed the traffic crash reports and said this development will generate 5,834 trips. She asked if this is compatible or safe. She said that she has two autopsy reports.

Mr. Allen said he would like a copy of the crash report.

Mr. Grosso said everything in the Comp Plan matters and it is about the human element and compatibility. He said there has to be balance. He said when you look at the staff report it is as if the other properties do not exist. He said this violates four parts of the Comp Plan and the Code. He discussed compatibility and said it must be compatible. He stated it is a huge impact with scale and density. He asked that this be denied without prejudice. He said compatibility requires traffic analysis and he said there is limited traffic compatibility. He asked if we are going to out the sheep farms and that way of life. He said they are asking to deny this amount of density. He said maybe a flood plain review will chip away a few units. He asked the concerns to be taken seriously. He said to find this incompatible and to deny without prejudice.

Commissioner Troutman referred to the staff report and said there is a table on page 9 that shows the comparison to all the properties. She said it is not as represented by his statement that other properties were not considered and that is clearly not the case if you look at the staff report.

Mr. Grosso responded and said there is no narrative or discussion. He said it is all about how suburbanized the other side of the property is. He stated it is not a fair balance.

Commissioner Scott referred to the staff report and said he has an issue with it being compatible with the statement that it will not adversely affect the citizens of the immediate surrounding area. He said he does not know how they make that statement in the staff report. He said if you look to the east it is compatible if you look to the west, north, and south there is nothing around this that is compatible.

The Chair opened a public hearing.

Ed Smith thanked the Commissioners for their time. He said he used to look forward to getting the Sunday newspaper and said they would stare at the pictures to see which one is not like the other. He said that is how he looks at compatibility. He said the roadways are not acceptable for the traffic and said there is not enough capacity. He said he lives in Treymont and he discussed the trucks and school buses and said there is not enough capacity. He said for Milton the retention pond overfilled and flowed into the street and he said he is concerned with the flooding.

James Commerford said they have to vote on the information given. He said the human element was not taken into consideration. He spoke in opposition and asked

that this be turned down.

John Sebring spoke in opposition and discussed concerns with the number of houses and the roads. He said this area is beautiful and a lot of it will go away with this development. He discussed concerns with flooding.

Jennifer Batts spoke in opposition and said this will increase traffic, noise and light pollution. She discussed concerns with bicyclist sharing the roads. She asked that this be denied or require the developer to reduce the scale. She said it is urban/suburban because they are letting it become that way.

Nicole Lane showed slides and said she is here because of the 747 houses. She said every time there is an approval the number of homes are going up. She said there is a visual impediment at Yarborough and Crews Lake Drive because there is a hill, tree and a fence. She asked for another exit at the back of the neighborhood.

Richard Lane showed a video of the sheep farm property adjacent to the development. He said they are not asking that the development go away they are asking that the residents be considered.

Daniel DeLange said he has lived there for 41 years. He discussed a road closing. He discussed the growth in the area and he said sports are being played late at night with no parking. He said the Loyce Harpe park has decrepit conditions with dirt and potholes.

Brenda Dryden Al-Mutawa showed a video of the surrounding properties.

Dr. Mark Lane discussed safety and said there are moms parked on the sides of the road because there are not sidewalks. He said adding traffic is not a good thing. He said this is not compatible and said to say no.

The Chair closed the public hearing.

Don Skelton discussed his qualifications.

Motion to accept Don Skelton as an expert witness.

RESULT:	**ACCEPTED**
MOVER:	Rick Wilson
SECONDER:	Bill Braswell
AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

Minutes: Don Skelton, applicant, responded to public comment. He discussed safety and discussed the 11 crashes. He said 55% of the crashes did not result in injury. He said crashes on Crews Lake were lower than the statewide average.

Upon question, Mr. Skelton said this excludes interstates. He said similar facilities would be two-lane undivided urban roadways.

Mr. Hunter said during the engineering process they will be required to establish clear visibility angles and ensure certain site distances. He said he is not concerned about it meeting the site visibility and they control the right-of-way on the south side.

Upon question, Mr. Skelton said there was one crash near Walkers Glen Drive and it was a no injury crash. He confirmed it is within five years.

Mr. Allen referred to an email from Roads and Drainage Director Jay Jarvis. He said it is disingenuous to insinuate that the county did not do their duty as it relates to safety in this area. He said the biggest issue he has heard today is focusing on the 50 foot lots.

Upon question, Mr. Allen stated this project assumed 747 p.m. peak hour trips. He said they have 500 from Touchstone included on top of what they are doing. He said all 747 do not access Crews Lake Drive. He said there are 69 lots in Area A so there is 69 of the p.m. peak hour trips accessing Crews Lake Drive and the balance is spread across three different access points on Yarborough Lane. He said Crews Lake Drive still operates at 30% of its p.m. peak hours. He said they have to go out through Yarborough and they cannot go through Area A. He said that is something that cannot change without coming back to a public hearing. He said there are 6-7 ways they can get out of there. He said the 60-acre horse farm is split by Crews Lake Drive and they live on like six acres in the upper corner. He said they are not adjacent to the horse nor sheep farm. He said on the video with the sheep farm there were homes in the background and that shows proof of compatibility. He said the cattle owner did not speak in opposition and he said that shows volumes. He said the growth has come to the area. He discussed the surrounding sites and lot sizes and said there is a transition of uses that all fit in together. He said that staff and the Planning Commission recommended approval. He said they would propose a condition to coordinate with the School Board for drop off coordination in relation to safety to students. He asked Mr. Peterson if after hearing the testimony if it does changes his opinion as it relates to the Comp Plan or compatibility.

Mr. Peterson stated no.

Commissioner Scott said he heard that in prior BoCC meetings and he would never ask staff to admit if they are wrong or right in front of a public audience. He said he finds that question to be a bit aggressive and he will never agree with it.

Commissioner Braswell said he has pointed it out when they are wrong.

County Attorney Randy Mink said it is asked because there is language in the staff report that says this staff report is made without the public hearing and evidence that may be presented at the hearing.

Commissioner Troutman said this is her district, we all work together and we realize how every decision affects everyone in Polk. She said she has read every e-mail and every point that has been raised and she sat at the intersections and the park. She said the park was used within the last two weeks. She said it is not the prettiest park but it is used and to make claims without the factual information is a disservice. She said the

park was closed and she inspected the trash to see an expiration date on a salad to judge when this park was last used. She stated she reached out to the Director of Parks and Natural Resources and that park is used on a scheduled basis. She said it is an ancillary park to support the other parks in the area, it is open and used by reservations, and does serve the residents of the community.

Chair Santiago said she does not have an issue with what Mr. Allen asked and she thinks that is important that information is publicly shared. She said they have been asked before and with them saying I've heard this testimony, I need to go back, she believes they would do that.

Commissioner Scott said his reference to that is meetings in the past had not had any where staff went back and said yes. He said if that has occurred in the past then that is great.

Commissioner Wilson said this has been brought up numerous times and he looks at it as did you hear something new. He stated he does not have a problem with it.

Upon question, Mr. Peterson said they used the most recent Transportation Planning Organization's roadway network database. He said if the numbers corresponded it is a coincidence. He said the capacity for Crews Lake Road increased. He stated a lot of the assumptions they have for the total capacity changes over time. He said if you added Touchstone and this project there is still ample capacity. He said there are many routes you have to enter and exit and there is plenty of capacity. He said they will see a more definitive staff report and there might be some intersection improvements that need to be made.

Commissioner Braswell made a motion for approval as is, the motion was seconded by Commissioner Troutman.

Commissioner Scott discussed compatibility and said having something on the west of the property for a transitional area or something not 50 foot lots adjacent to a cow pasture puts them looking at compatibility. He discussed the definition of compatibility and said he would do a denial without prejudice or an approval with conditions that would offset some of those impacts on the western side.

Commissioner Braswell said this is where Lakeland meets Bartow and it is going to continue to be developed. He said in his mind it is an urban area. He said there are 2,000 homes within a mile of this development and this is what he would call a normal outgrowth of a city. He said this is not urban sprawl, it is where the improvements have been made by the county, and it is where the water and sewer is. He said this is how growth needs to proceed in this county. He said he understands that they do not want change but it is theirs to do with. He stated it is a sensible way to grow.

Commissioner Troutman said this is her district and she has spent six years on the Planning Commission. She said we are talking about consistency and compatibility. She said the consistency is straight forward and we are consistent with the LDC and the Comp Plan. She said with compatibility that is where you have the thoughtful analysis. She said part of her thoughtful analysis included multiple drives down

Yarborough Lane and Crews Lake Drive looking at the neighborhoods. She said as she drove around what is being proposed is exactly the character in those neighborhoods. She stated they are coexisting. She said video showed cows with houses in the background. She said some of those who spoke are objecting to the exact type of neighborhood in which they are living now. She stated that is hard for her to understand. She said when we talk about roads and concurrency, state law is very clear on how concurrency is determined and how it is put into place. She said we are not here to debate whether we agree with it but there are mechanisms we are bound to. She said new development is not responsible for the sins of the past, whether the road needs to be changed or power poles need to be moved, but as some testified they want to hold new growth responsible for things already in place. She said legally we are not allowed to do that. She said the entirety of Crews Lake Drive is consistent with the entire area surrounding it. She said this plan places smaller lots with smaller lots and larger lots with larger lots. She said we talk about affordability, one big thing lacking in Polk is homes where we want to be able to bring doctors and CEO's having nicer estate homes which is what she thinks we will see around Crews Lake. She said her decision is based upon our code, the evidence presented, and the law we took an oath to uphold. She stated she considers consistency and compatibility and she believes this plan meets those two criteria.

Commissioner Wilson said he has listened to both sides and he knows that area very well.

Planning and Development Director Ben Dunn said for the 1 mile radius around this property there were over 3,000 addresses and over 2,000 rooftops.

Commissioner Scott said his concern was the open cow pasture and his concern is if the other open pasture is developed.

Chair Santiago thanked all the residents who took the time to email and said they appreciate that. She said they read every one of those. She said Commissioner Braswell answered her questions about the Phosphate Mining developing in the next couple of years. She said as she looks at the area she sees both high and low density. She stated what she appreciates about this development is that people have choices to select a big lot with a nice home on the lake or a smaller home that is more affordable. She said she does not like the number of 50 foot lots. She asked Mr. Allen if there is any way they can decrease the number of 50 foot lots.

Commissioner Troutman said she would not want to live on a 50 foot lot. She said with affordability that is a segment that is needed. She said there would be educators and first responders and maybe they are considered the starter home. She said that is a vital part of having a thriving housing market and community.

Chair Santiago said one of the plusses of this is that people will have a choice, they can get a luxury home or the 50 foot lot.

Mr. Allen showed on a map where the larger lots will be located. He said the applicant would agree that Area B would be no less than 70 foot lots. He said you would be seeing a transition in lot sizes from smaller to 70s and then larger lots. He said that

would be a condition of approval and that would be addressed at the Level 2 and the site plan.

Commissioner Scott said while the larger lots are nice and he asked about extending Area A south. He asked about any relief on having the 50 foot wide lots up against the cow pasture.

Mr. Allen said by virtue of what we have conceded that is more than adequate. He said we are adding a third type into the mix; you will have work force housing, a step up home with the 70 foot lot and then you will have an executive option. He said a project like this checks all the boxes and what his client has put on the table is a fair consideration.

Commissioner Braswell amended his motion for a minimum of 70 foot lots within Area B to be addressed at the Level 2.

The seconder of the motion, Commissioner Troutman, agreed with the amendment.

Commissioner Scott said it is a disservice to look at compatibility exerted from one side of the project.

Chair Santiago stated she wants Mr. Beasley to follow up about Crews Lake and the park.

Approve and amended with a minimum of 70 foot lots within Area B to be addressed at the Level 2.

RESULT:	**APPROVED**
MOVER:	Bill Braswell
SECONDER:	Becky Troutman
AYE:	Troutman, Braswell, and Santiago
NAY:	Wilson, and Scott

P. REQUEST FROM THE GENERAL PUBLIC/AUDIENCE AND OPPORTUNITY TO BE HEARD

P.1. Comments.

Minutes: Chris Peterson said he is here to give an update the Florida Pace Funding Agency. He said there was a bond validation that allowed them to operate state wide that was challenged by several tax collectors. He said they lost that challenge and lost the appeal. He said it went to the Supreme Court and they did uphold the lower court ruling which means those assessments during that time period were valid. He said the Home Rule has been codified.

County Attorney Randy Mink said there is litigation and any communication needs to come to the County Attorney's office. He said he will direct his client to not respond to any of his questions.

Mr. Peterson said they are not doing any business here without Home Rule.

Debbie Hicks thanked the Board for what they do. She discussed Animal Control and said it is a mess. She asked for an advisory committee to review the animal situation. She said we need to have a committee for the animals.

Lazaro Castellon discussed his ministry serving addiction and homelessness. He said they opened their one acre home to a recovery home and everything they provide is free. He said they help distribute food to over 400 families. He discussed the services they provide to the community. He said that he is here for a violation for the bus. He said they receive no income from this vehicle, it is broken down and is actively being repaired. He said moving it or relocating it is not feasible. He asked to dismiss the fines and asked for permission to continue parking the bus on the property.

Mr. Mink said this is involved with a Code Enforcement case and there was a ruling made by the special magistrate. He said Mr. Castellon needs to work through the process with Code Enforcement and the Board does not have jurisdiction with the ruling.

Mr. Castellon said the problem is when he came to court he was doing everything and he did not have the chance to reply and the fines were assessed.

Code Enforcement Director Autumn Fenton said this is his third code enforcement case for this. She said on the second case they automatically impose a fine and they do not give time to correct. She said they have encouraged him to work through the process to get a special exemption to park the vehicle. She said they will try to get him through the process so he does not get the daily fine but the ordinance does state that it is an automatic repeat of the previous case if they have the same violation within five years.

Mr. Mink said the key is to work with Code Enforcement. He said our Land Development Code has definitions for vehicles.

Chair Santiago said there is nothing we can do because a decision has been made and to continue to work with Code Enforcement.

Ms. Fenton said there is a reduction process once the property is in compliance.

Cassandra Richards said she is officially a sub in the school system and she has been working. She said Commissioner Wilson has a fine son and grandson and they came out around Christmas to help and they spoke well of him. She said if people have animals they need to be registered, spayed and neutered. She said if the animal gets loose to get a warning and then a hefty fine and that would cover all the trap, neuter and release. She said something has to be done because it goes beyond the trap, neuter and release. She said she loves Grady and she agrees with what he is doing and that money needs to be spent with fighting crime.

James Abercrombie discussed a Planning Commission meeting and said that Bart Allen, applicant for the attorney, has his time for presentations and they talked about

traffic. He said Mr. Schmidt never implied that he was an attorney but stated multiple times he was an engineer but did state he was speaking to attorneys often. He said Mr. Allen acting like an attorney did what no one else did and tried to control the meeting. He said he got knocked off the committee and Mr. Schmidt was punished for what he volunteered for.

Commissioner Wilson responded and said he brought that up. He said all he does is come down here and argue and tell us what we do wrong. He said we appreciate it and we sit here and listen to him.

Mr. Abercrombie said it is prejudice.

Meeting adjourned at 1:04 p.m.

Agenda Item G.1. 1/20/2026

SUBJECT

Request Board Approve Amendment 3 with Kimley-Horn and Associates, for Agreement 2022-041, Thompson Nursery Road extension. ($4,119,689.30 one-time expense)

DESCRIPTION

The County entered into agreement 2022-041 with Kimley-Horn and Associates on June 7, 2022, to provide professional engineering services for the Thompson Nursery Road Extension project in the amount of $5,088,870.83. Services included design, permitting, right-of-way acquisition support, and bidding assistance for TNR Phase I - Segments 1, 3, & 4, PD&E (Alignment Study) for Phase I - Segment 2, and an option to include the design of PH I - Segment 2 and PD&E and design for Phase II via an amendment. The proposed four-lane urban collector roadway will extend from US 17 at SR 540 to US 27 at Thompson Nursery Road.

The limits of each segment and phase are listed below:

PH I - Segment 1: SR 540 at US 17 to CR 655 (Rifle Range Road) at Eloise Loop Rd

PH I - Segment 2: CR 655 (Rifle Range Road) at Eloise Loop Rd to East of CSX R/W

PH I - Segment 3: East of CSX Railroad R/W to Eloise Loop Road

PH I - Segment 4: Eloise Loop Road to W. Lake Ruby Drive at Thompson Nursey Rd

PH II: Thompson Nursery Road at West Lake Ruby Drive to US 27

On August 8, 2023, Amendment 1 in the amount of $1,092,555.64 was approved by the Board to allow Kimley-Horn and Associates to modify the scope to add the PD&E study for Phase 2 of the project. The study evaluated the new four-lane, divided roadway following the existing alignment of Thompson Nursery Road, along the center, left, and right. On May 20, 2025, the Board approved the recommended alignment which resulted in a combination of the three alternatives evaluated.

On May 28, 2024, the County entered into a Joint Project Agreement (JPA) with the City of Eagle Lake on the Thompson Nursery Road Extension project for additional design and permitting to relocate the city utilities in conjunction with the County's Project. In accordance with the JPA, the City of Eagle Lake furnished the County an advanced deposit of $73,805.18 for the payment of the utility design.

On August 20, 2024, Amendment 2 was approved for additional design services to relocate the city utilities at a not-to-exceed cost of $73,805.18.

On July 15, 2025, the Board approved the recommended alignment for Thompson Nursery Road Phase I - Segment 2. The PD&E study for this phase is now complete. This Amendment 3 authorizes

Kimley-Horn to provide professional engineering design and permitting services, right-of-way acquisition support, and bidding assistance at a not-to-exceed cost of $4,119,689.30 for this phase of the project. This will bring the total project to a not-to-exceed cost of $10,374,920.95.

The term of this contract is through final completion of construction.

RECOMMENDATION

Request the Board approve Amendment 3 to Agreement 2022-041, with Kimley-Horn and Associates.

FISCAL IMPACT

Funding is available and budgeted in Impact Fee Zone A.

CONTACT INFORMATION

Ken Brush

Procurement Contracts Manager

(863) 534-6716

PROFESSIONAL SERVICE AGREEMENT
#2022-041
AMENDMENT #3

This AMENDMENT is made and entered into, effective as of the date last executed, by and between, Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Kimley-Horn and Associates, Inc. (the "Consultant"), a North Carolina corporation, located at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601, whose Federal Employer Identification number is 56-0885615.

WITNESSETH:

WHEREAS, the County and Consultant entered into Professional Service Agreement 2022-041 dated June 7, 2022 (the "Agreement"), for the purpose of providing professional services in connection with the construction of the Thompson Nursery Road Extension project in four segments with the option to add a fifth segment (Phase 2). Services include engineering design, environmental evaluations, permitting, construction plan development, right-of-way acquisition support, and bid documents/bidding assistance for the project; and

WHEREAS, Amendment 1 was approved by the Board on August 8, 2023, which authorized a scope modification to add Phase 2 to the project. Phase 2 includes a PD&E study for a new four-lane, divided roadway resulting in up to 3 conceptual alignments and completion of design, permitting right-of-way acquisition and bidding support for the chosen alignment; and

WHEREAS, on May 28, 2024, the County entered into a Joint Project Agreement with the City of Eagle Lake for the Thompson Nursery Road Extension project for the design, permitting the relocation of the city utilities in conjunction with the County's Project; and

WHEREAS, Amendment 2 was approved by the Board on August 20, 2024, which authorized the Consultant to provide design services for the water main relocations. The services included design, bidding assistance, construction phase services, and water main utility investigation services. As a result, an additional scope of services, compensation and time was needed; and

WHEREAS, the Consultant has performed the alignment study for Phase 1 – Segment 2, the County now wishes to authorize the Consultant to provide design services for Phase 1 - Segment 2. The services included engineering design, environmental evaluations, permitting, construction plan development, right-of-way acquisition support, and bidding assistance. As a result, an additional scope of services, compensation and time was needed; and

WHEREAS, pursuant to Section 16.0 of the Agreement, the County and the Consultant mutually agree to amend the Agreement as set forth below.

NOW, THEREFORE, the County and the Consultant, hereby agree as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.

2. The Agreement is hereby amended to modify Exhibit "A-iii" Scope of Services and Compensation of the Agreement to include the additional services needed, which are more fully set forth and described in Attachment "A" of this Amendment, attached hereto and fully incorporated herein.

3. The Agreement will remain in effect through the completion of construction, unless sooner

terminated in accordance with its terms.

4. The cost of the additional design services, which is more fully set forth and described in Attachment "A" to this Amendment 3, shall be a not-to-exceed amount of $4,119,689.30. Accordingly, the total Agreement amount shall be increased from the current not-to-exceed amount of $6,255,231.65 to the new not-to-exceed amount of $10,374,920.95.

5. The Agreement, as amended by this Amendment 3, continues in full force and effect.

THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3 as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
Martha Santiago, Ed.D., Chair
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

12/30/2025
County Attorney's Office Date

Kimley-Horn and Associates, Inc.
a North Carolina corporation

By: _____

Heather A.S. Roberts
PRINT NAME

Regional Business Manager
TITLE

Date: 12/30/2025

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this Dec. 30, 2025 (Date) by Heather A.S. Roberts (Name of officer or agent) as Regional Business Mgr (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon ~~him~~/her by the Corporation. ~~He~~/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 30th of Dec. 2025 (Date)

Susan M Gremonprez (Official Notary Signature and Notary Seal)

Susan M. Gremonprez (Name of Notary typed, printed or stamped)

Commission Number HH355784 Commission Expiration Date 2-9-2027

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

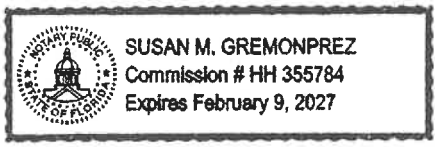
STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____



Attachment A

SCOPE OF SERVICES

FOR

THOMPSON NURSERY ROAD EXTENSION – SEGMENT 2

POLK COUNTY

Prepared by:

Kimley-Horn and Associates, Inc.

November 26, 2025

Kimley»Horn

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SCOPE OF SERVICES
FOR
THOMPSON NURSERY ROAD EXTENSION – PHASE I SEGMENT II
POLK COUNTY

I. DESCRIPTION

Kimley-Horn and Associates Inc. (CONSULTANT) will provide professional services to Polk County Roads and Drainage Division (COUNTY) to prepare Contract Documents for the construction of the Thompson Nursery Road Extension (PROJECT) from the terminus of Thompson Nursery Road Extension Segment 1 (approximately 800 ft south of the intersection of Rifle Range Road and Eloise Loop Road) to the terminus of Taverna Loop and Bryson Blvd (approximately 1700 ft east of the CSX railway). Total project length is approximately 3.2 miles. A Preliminary Engineering Report was prepared and submitted to Polk County in July 2025 and a recommended alternative was approved by the Board of County Commissioners.

II. OBJECTIVE

The objective of this document is to describe the scope of work and the responsibilities of the CONSULTANT and the COUNTY for the completion of necessary engineering design, environmental evaluations, permitting, construction plan development, right-of-way acquisition support, and bid documents/bidding assistance for the PROJECT. The following is the understanding and purpose of the PROJECT

- The limits of the PROJECT are from the intersection of Eloise Loop Road and Rifle Range Rd/ Thompson Nursery Road Extension and the terminus of Taverna Loop and Bryson Blvd east of the CSX railroad
- A Preliminary Engineering Report dated July 2025, performed by Kimley-Horn and Associates Inc. recommended a roadway alternative that was approved by the Polk County Board of County Commissioners.
- The PROJECT will include roadway, structures, drainage, signing and pavement markings, lighting, signalization, temporary traffic control, utility adjustment, public involvement, planning, cultural resources, and geotechnical services.
- The PROJECT will require coordination and/or permitting with the Southwest Florida Water Management District (SWFWMD), US Fish and Wildlife Services (USFWS), the US Army Corps of Engineers (USACE), City of Winter Haven, CSX Transportation (CSX) and Polk County.
- The PROJECT will require wetland delineation and permitting and mitigation for impacts to existing wetlands.
- The PROJECT will require the acquisition of private property for roadway right-of-way, drainage retention pond sites, floodplain compensation and wetland mitigation areas.
- The roadway will have two typical sections. The first typical is a 4-lane divided typical section with a 22-foot median, 12-foot travel lanes, 4-foot bike lanes and 6 ft sidewalks. The second typical will be the same as the first typical section but will replace the 6-ft

sidewalks on both sides of the road with an 8-foot and 12-foot asphalt path on the north side and south side of the corridor respectively.

- Design will include a new roadway connection to Old Rifle Range Road, modification and reconstruction of the Eloise Lake Loop Road intersection, a cul-de-sac at Old Rifle Range Road (south of Eagle Lake Loop Road), a driveway connection to Thompson Nursery Road for the property adjacent to the cul-de-sac, reconstruction of a portion of Rifle Range Road including a proposed intersection at TNR and Rifle Range Road, reconstruction of Pollard Road north to Majestic Lane, modification to Logistics Parkway including an intersection with TNR.
- Signalized intersections are provided at Eagle Lake Loop Road, Rifle Range Road, and Logistics Parkway
- Structural scope includes a bridge culvert crossing over the Wahneta Canal south of Eloise Loop Road, a bridge crossing the Wahneta Canal southeast of the TNR and Rifle Range Road intersection, a steel bridge crossing over CSX right of way, retaining walls and miscellaneous structures.
- Drainage design includes Flood plain compensation sites, stormwater ponds, a closed drainage system and permitting
- Lighting is proposed for the intersections only, no corridor lighting is included, based on the findings of the Lighting Justification Report dated May 2025.
- Support during the construction phase of the PROJECT is not included in this scope of services. A separate contract will be executed during the construction phase of the PROJECT for Engineer of Record support during construction.
- All topographic, control and right of way survey will be provided by the COUNTY
- Project Survey Datum shall be NGVD 29. (COUNTY has provided this information in the NGVD 88 Datum. Conversion equations will be utilized)
- All right of way maps, legal descriptions and parcel sketches, and title searches for right of way acquisition will be provided by the COUNTY.
- The CONSULTANT will enlist the services of ECHO UES, Inc. as a subconsultant to perform the subsurface utility exploration and utility coordination.
- The CONSULTANT will enlist the services of Terracon Consultants, Inc. as a subconsultant to perform geotechnical testing and engineering for the improvements.
- The CONSULTANT will enlist the services of Archeological Consultants Inc., PA as a subconsultant for cultural resource management on the PROJECT

III. TASK 1 – SEGMENT 2 DESIGN SERVICES

1. Survey (By COUNTY):

The COUNTY will provide the required design survey information necessary to support the CONSULTANT'S activities. These surveys shall include, but not be limited to, 3D topographic surveys of the roadway alignment and adjacent areas extending 10 feet beyond the existing and/or proposed right-of-way including all above ground and visible improvements. The survey shall also include stormwater ponds, wetland jurisdictional limits, environmentally sensitive areas, flood plain compensation areas, or other areas where information is needed to support design and permitting of the project. The

CONSULTANT will coordinate with the COUNTY's Surveyor to assist with project specifications and requirements. The COUNTY will re-establish survey control for the contractor during construction if necessary.

2. Right of Way Maps (By COUNTY)

1. Right of Way Maps

The COUNTY shall be responsible for the preparation of preliminary and final Right-of-Way Maps for the full length of the project. Complete Right-of-Way Key Maps (1" = 400') and Detail Maps (1" = 40') shall be prepared in accordance with the Minimum Technical Standards as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes. Right-of-Way Detail Maps shall be line drawings (not on aerial photo base) prepared to COUNTY size and format. The COUNTY shall identify areas that require Title Searches. The COUNTY will provide the title searches.

The COUNTY will prepare Key Maps and Detail Maps for review for general conformance to the plans at the following stages of completion with data as specified.

75% Maps

- Project alignment with station ties and curve data.
- All existing rights of way and easements, including maintained rights of way.
- All pertinent land lines, which include section and quarter section lines, and quarter-quarter section lines where applicable, tied to the survey base line and identified as to section, township and range.
- All subdivision boundaries and blocks tied to the survey base line. All blocks, lots and streets within subdivisions that are affected by right-of-way acquisition and/or along the project corridor shall be shown.
- Subdivision names and limits with recording information.
- Cross road alignments.
- Copies of subdivision plats and copies of field survey notes showing alignment, land line ties and improvements (topography).
- Proposed right-of-way and easement lines and controlling base lines with dimensions.
- Property lines.
- Improvements (topography).
- Dimensions for takings and remainders.
- Completed tabulation sheet.
- Limits of construction.

100% Maps

Completed Right-of-Way Maps and Detail Maps and electronic files in AutoCad® format.

2. Legal Description

Legal land descriptions and parcel sketches shall be prepared by the COUNTY along with three copies of each legal description and sketch signed and sealed by the Registered Land Surveyor in responsible charge.

3. Geotechnical Exploration (Terracon)

- Review and utilize as appropriate previously collected geotechnical data.
- Review available published soils information.
- Perform site reconnaissance and limited soil boring fieldwork services for confirmation of previously collected data and/or additional soil boring fieldwork for the proposed improvements, as needed, if any changes to the project alignment or locations from previous design.
- For roadway, where previously collected geotechnical data can be used, perform confirmation 5-foot soil boring at 500 foot intervals, and measure observed groundwater elevations and estimate seasonal high groundwater level at each soil boring location.
- For new roadway areas, perform 5-foot soil boring at 100 foot intervals, and measure observed groundwater elevations and estimate seasonal high groundwater level at each soil boring location.
- Obtain LBR / Resilient Modulus to be used for Flexible Pavement Design calculations.
- Obtain 8 pavement cores for the following side streets:
    - Eloise Loop Road (1 core)
    - Rifle Range Road (3 cores)
    - Pollard Rd (4 cores)
- For stormwater areas, where previously collected geotechnical data can be used, perform confirmation 15-foot soil boring at each stormwater area, and measure observed groundwater elevations and estimate seasonal high groundwater level at each soil boring location. This scope identifies 1 location of an existing stormwater pond.
- For new stormwater areas, perform 15-foot soil boring for every ½-acre of new stormwater area (minimum 2 soil borings for each stormwater area), and measure observed groundwater elevations and estimate seasonal high groundwater level at each soil boring location
    - Five (5) new stormwater pond areas
    - Five (5) new flood plain compensation areas
- Perform muck probing at 100 foot intervals within wetland areas.
- Perform Standard Penetration Test (SPT) boring for new box culvert – double box (10x5), assume 150 ft long

- Perform Standard Penetration Test (SPT) boring for new signal structures – 10 total signal foundations
- Perform SPT borings for bridge crossings
    - Wahneta Canal Crossing – assume single span bridge
    - CSX crossing – assume single span crossing but include borings for possible pier
- Visually examine all recovered soil samples in the laboratory. Perform laboratory tests on selected representative samples to aid in classification and to determine selected soil properties. Classification of soils shall be based on the AASHTO Classification System for the roadway and ponds and the Unified Soil Classification System (USCS) for structures
- Prepare Geotechnical Engineering Report that includes: a general assessment of area geology based on experience, study of geological literature and boring information; and a summary of the reviewed data and results of the subsurface exploration, including the recommendations and data on which they are based to assist with roadway embankment and pond construction or foundation design of structures. This shall be presented in a written report under the supervision of a Professional Engineer.

4. Environmental Analysis and Permitting

1. Listed Species Survey

The CONSULTANT shall conduct a general wildlife survey and a species-specific survey for the Florida bonneted bat in accordance with the 2024 Florida Bonneted Bat Consultation Guidelines – Acoustic Survey Methods, Florida scrub-jay in accordance with the 2007 Florida Scrub-Jay Survey Guidelines, sand skinks in accordance with the 2023 Species Conservation and Consultation Guide – Sand Skinks and Blue-tailed Mole Skinks Survey Protocol, and gopher tortoise in accordance with the 2023 Gopher Tortoise Permitting Guidelines.

2. Wetland Delineation and Environmental Site Characterization

The CONSULTANT shall be responsible for, but not limited to, the following activities:

- Determine landward extent of wetlands and other surface waters as detailed in Rule Chapter 62-340, F.A.C., as ratified in Section 373.4211, F.S.; United States Army Corps of Engineers (USACE) Wetland Delineation Manual (Technical Report Y-87-1); Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (ERDC/EL TR-10-20).
- Collect all data and information necessary to determine the jurisdictional boundaries of wetlands and other surface waters as defined by the rules or regulations of each permitting agency processing a permit application for the project.

- Set seasonal high-water levels in adjacent wetlands with biological indicators.
- Prepare aerial maps showing the jurisdictional boundaries of wetlands and other surface waters. Aerial maps shall be reproducible, of a scale of 1" = 400' or more detailed and with recent aerial imagery. The maps shall show the jurisdictional boundaries of each agency. Photocopies of aerials are not acceptable. When necessary, a wetland specific survey will be prepared by a registered surveyor and mapper. All surveyed jurisdictional boundaries are to be tied to the project's baseline of survey.
- Prepare a written assessment of the current condition and functional value of the wetlands and other surface waters using the Uniform Mitigation Assessment Method. Prepare data in tabular form which includes the ID number for each wetland (and other surface water, if necessary) impacted, size of wetland to be impacted, type of impact, and identify any wetland (by ID number and size) within the project limits that will not be impacted by the project.
- Prepare appropriate agency forms to obtain required permits. Forms may include but are not limited to the USACE "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Approved Jurisdictional Determination Form"; Uniform Mitigation Assessment Method forms and/or project specific data forms.

3. State Environmental Resource Permit Application

CONSULTANT shall:

1. Schedule and attend one (1) pre-application meeting with the Southwest Florida Water Management District (SWFWMD).
2. Schedule and attend one (1) pre--application meeting with the U.S. Army Corps of Engineers (USACE) to discuss the project and verify the extent of permitting required.
3. Based upon the pre-application meetings, prepare and submit the following permit applications:
   a. SWFWMD Environmental Resource Permit
   b. USACE 404 Standard Permit
   c. FDEP State 404 Program Permit
4. Obtain a jurisdictional determination as defined by the rules or regulations of each permitting agency processing a permit application for the project. The CONSULTANT will respond to three (3) RAI's per agency application.

5. Cultural Resources (ACI)

- The Consultant shall analyze the impacts to all cultural resources by reviewing the project scope and prepare a Cultural Resource Assessment Survey (CRAS) Report for Segment 2 which will include the recommended alternative (Alt 1) and preferred pond sites (6 preferred ponds and 5 preferred FPC sites).

Background research will be conducted prior to going into the field to identify previously recorded resources and the potential for newly identified resources within the project Area of Potential Effects (APE).

- The archaeological survey will include a visual reconnaissance followed by subsurface testing with the appropriate number of test pits being excavated. If any archaeological sites are located, a Florida Master Site File (FMSF) form will be prepared. In addition, the Consultant will identify any historic resources within the project APE, both previously recorded and newly identified. A FMSF form shall be prepared for all newly identified and updated previously recorded that have not been evaluated by the State Historic Preservation Officer (SHPO) or that have been substantially altered since they were recorded. Enough data shall be collected to document the significance of each in terms of eligibility for listing in the National Register of Historic Places (NRHP). The CRAS shall be prepared with appropriate documentation detailing the results of the survey and final assessments of resource significance. If any NRHP-eligible or NRHP-listed properties are identified within the APE, then additional documents may be required, such as a Section 106 Case Study, to document the proposed alignments and effects on the historic resource(s).
- All work shall be done in compliance with the National Historic Preservation Act of 1966 (Public Law 89-665, as amended) and the implementing regulations (36 CFR 800) as well as with the provisions contained in Chapters 267 and 373 Florida Statutes (FS) and will meet the specifications set forth in Chapter 1A-46, Florida Administrative Code (FAC). The CRAS will be prepared in accordance with Part 2, Chapter 8 ("Archaeological and Historical Resources") of the Florida Department of Transportation's Project Development and Environment (PD&E) Manual. All work shall be conducted by a professional who meets the Secretary of the Interior's Professional Qualification Standards (48 FR 44716) for archaeology, history, architecture, architectural history, or historic architecture. Concurrence with the findings of the report shall be obtained from Florida SHPO.

6. Drainage Analysis

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the FDOT Drainage Manual.

The CONSULTANT shall coordinate with the appropriate permitting agencies and the COUNTY staff. The work will include the engineering analyses for any or all of the following:

1. Base Clearance Analysis

Analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. Document findings in a Base Clearance Report.

2. Hydroplaning Analysis

Perform a hydroplaning analysis to assist in the determination of the appropriate roadway geometry for all necessary locations (both typical sections and critical cross sections) as needed. See the FDOT Hydroplaning Guidance and FDOT Design Manual (FDM) Chapters 210 and 211 for more information.

3. Existing Permit Analysis

Data gathering including desktop analysis of local, state, and federal Drainage permits.

4. Utility Conflict Matrix (for drainage structures)

Populating and coordination of the utility conflict matrix for all drainage structures.

5. Noise Barrier Drainage Analysis

N/A

6. Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

7. Pond Siting Analysis and Report

N/A

8. Analysis of Pipe Video Inspection Report

N/A

9. Bridge Hydraulic Report

Calculate hydrology, hydraulics, deck drainage, scour, and appropriate counter measures. Prepare report and the information for the Bridge Hydraulics Recommendation Sheet.

10. Design of Cross Drains

Analyze the hydraulic design and performance of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

11. Design of Ditches and Side Drains

Design roadway conveyance and outfall ditches. This task includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drain pipes, and documentation. (Design of linear stormwater management facilities in separate task.)

12. Design of Stormwater Management Facility

Offsite or Infield Pond: Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, pollutant/nutrient loading calculations, recovery calculations, design the outlet control structure and buoyancy calculations for pond liners when necessary.

Roadside Treatment Swales and Linear Ponds: Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, pollutant/nutrient loading calculations, recovery calculations and design the outlet control structure.

13. Design of Floodplain Compensation

Determine floodplain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, volumes, etc.). Document the design following the requirements of the regulatory agency.

14. Design of Storm Drains

Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.

15. Optional Culvert Material

Determine acceptable options for pipe materials using the Culvert Service Life Estimator.

16. Design of Trench Drains

N/A

17. French Drain Systems

N/A

18. Design of French Drain Systems: N/A
19. Evaluation of Existing French Drain Systems: N/A
20. Design of Drainage Wells

N/A

21. Erosion Control Concept

Includes analysis and design of the Erosion Control Concept. Includes creating the design file.

22. Other Drainage Tasks

Includes all efforts for a drainage task not covered by an existing defined task.

23. Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report.

24. Drainage Quantities for EQ Report

N/A

25. Cost Estimate

Prepare cost estimates for the drainage components, except bridges and earthwork for stormwater management and flood compensation sites.

26. Technical or Modified Special Provisions
27. Quality Assurance/Quality Control
28. Supervision
29. Drainage Meetings

Meetings with DEPARTMENT staff, regulatory agencies, local governments such as meetings with District Drainage Engineer, the Water Management District, FDEP, etc.

30. Field Reviews
31. Coordination

7. Drainage Plans

The CONSULTANT shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- Drainage Map
- Summary of Drainage Structures
- Optional Pipe/Culvert Material
- Drainage Structures Sheet(s) (Per Structure)
- Stormwater Management Detail Plan Sheet(s)
- Miscellaneous Drainage Detail Sheets
- Erosion Control Plan Sheet(s)
- Stormwater Pollution Prevention Plan (SWPPP) Sheet(s)

8. Design Traffic Analysis – N/A

9. Roadway Design Analysis

1. Typical Section

Typical sections will be designed for conformance with roadway configuration shown in the concept plans and current standards. This task assumes that the typical sections will remain as shown in the completed study. Modification of the typical section is not included in this scope of services and can be performed as an additional service if required. The following Typical Sections will be included in the plans:

- Thompson Nursery Road
- Old Rifle Range Road Connection
- Eagle Lake Loop Road Intersection
- Rifle Range Road
- Pollard Road
- Logistic Parkways

2. Pavement Design

Pavement Design will be designed to accommodate traffic levels through the roadway facility's design life based on updated ESAL values and resilient modulus.

3. Traffic Control Plans

Temporary Traffic Control (TTC) plans consisting of general notes, detailed plan sheets and references to the appropriate FDOT Standard Plans (Indices 102-600 through 102-670) will be designed for conformance with current standards. TTC plans will be developed to meet the requirements of the current FDOT Standard Plans indices.

4. Roadway Design Plans

- Cover Sheet will be created percurrent standards reference, County Commissioners and engineer of record
- General Notes will be created with current COUNTY notes
- Drainage Map – The overall drainage map depicting pond locations and contributing basin areas will be developed based on the drainage analysis task.
- Roadway Plan / Profile Sheets – The plan/profile sheets will be created for horizontal and vertical design requirements, intersection configurations, and turnouts for intersecting streets/driveways. Roadside swale grading, proposed drainage structure and cross drain locations, and erosion control measures will be created based on drainage analysis task. .
- Intersection Details / Plan Sheets – Intersection detail plan sheets will be designed for consistency with the horizontal and vertical alignment.
- Driveway Details - The driveway details sheets will be created to depict the limits of driveway and/or roadway reconstruction, grading information, and cross drain information for accommodation of existing residential and commercial driveway and/or local private roadway connections.
- Drainage Structure Sheets – Construction plan sheets providing a tabular listing of drainage structure ID's, FDOT Standard Plans Index references, pipe inverts, and pavement elevations will be created based on the drainage analysis task.
- Pond Detail Sheets and Cross Sections – Pond detail sheets and cross sections will be created to depict the construction of new retention facilities based on the drainage analysis task. The Pond Detail Sheets will include detailed grading information, geometric dimensions, undercut and backfill details, earthwork volume calculations, and design hydrologic data.
- Cross Sections – Roadway cross sections at 100-foot intervals will be created for consistency with the horizontal and vertical alignment. .
- Miscellaneous Detail sheets – For those details not contained in the FDOT Standard Plans for Road Construction, the ENGINEER will check specific details necessary for construction.
- Erosion Control / SWPPP Plans – Erosion control plans depicting site specific erosion control measures, as well as general notes, details, and specifications for additional erosion control measures that may be needed depending on site conditions will be reviewed for conformance with current standards. It is assumed that these plans will constitute the Storm Water Pollution Prevention Plan (SWPPP) that the contractor will utilize during construction. This task includes minor update to the erosion control plans to meet the requirements of the current FDOT Standard Plans indices and FDOT specifications.
- Utility Adjustment Plans – The Utility Adjustment Plans will be created based on information provided by the utility providers in the corridor, the

COUNTY survey, and Utility Coordination task for existing utility alignments and proposed utility adjustments. Landscape and Irrigation Plans – not included in this scope.

5. Submittals

The CONSULTANT will submit electronic copies of the roadway plans at 60%, 90%, 100% and Final Plans completion stage to the COUNTY. The ENGINEER will submit copies of the roadway plans 60% at 90% to affected utility companies.

6. Quantities

The CONSULTANT will check quantities, update them based on the task descriptions and prepare an Opinion of Probable Construction Costs (OPC) document. An OPC with quantities will be submitted with the 60%, 90%, 100% and Final plans.

10. Signalization Design and Plans

Signalized Intersections:

- Eloise Loop Road - Mast arms to be installed under the Thompson Nursery Road Extension Segment 1. Pedestrian signals and crossing to be added to the south leg of the intersection.
- Eagle Lake Loop Road – Replacement of existing strain pole assembly and pedestrian signals with the installation of four (4) proposed mast arms to treat the four-leg intersection. Pedestrian signals for crossing to be provided on all legs of the intersection.
    - One (1) temporary modification to the loading of the proposed mast arms, phasing and clearance intervals anticipated to be needed to accommodate temporary traffic control plans.
- Rifle Range Road– Installation of three (3) proposed mast arms to treat the T-intersection.
- Logistics Parkway – Installation of three (3) proposed mast arms to treat the T-intersection.

Miscellaneous Signalization Items:

- All signalized intersections will be designed as mast arms and include reflectorized backplates, vehicle detection, APS ready assemblies, overhead internally illuminated street name signs, calculation of clearance calculations based on FDOT Traffic Engineering Manual (TEM) criteria, and emergency pre-emption calculations.
- Traffic signal interconnect plans will be included under this contract showing conduit only. The interconnect design will run along Thompson Nursery Road, the entire length of the segment.
- All plans shall be prepared in accordance with the latest design standards and practices as detailed in the Manual on Uniform Traffic Control Devices (MUTCD),

FDOT Standard Specifications and Design Standards, FDOT Design Manual, FDOT Greenbook, and Americans with Disabilities Act Standards for Accessible Design.

- The signalization plans will be prepared on 11”x17” sheets at a scale of 1”=40’.
- Development of coordinated signal timings are not included as part of this scope of services.
- Signalization Plans will include the following:
  - Key Sheet
  - Tabulation of Quantities Sheet
  - General Notes Sheet
  - Signalization Plan Sheets
  - Intersection Corner Detail Sheets
  - Mast Arm Tabulation Sheet
  - Standard Mast Arm Assemblies Detail Sheet
  - Special Mast Arm Assemblies Detail Sheet
  - Guidesign Worksheet
  - Interconnect Plan Sheets
  - Splice Details
  - Geotechnical Data Boring Sheets
- Review of signalization plans will be completed by Polk County (maintaining agency).

11. Signing and Pavement Markings

- The design of the signing and pavement markings shall be in accordance with the latest design standards and practices as detailed in the Manual on Uniform Traffic Control Devices (MUTCD), FDOT Standard Specifications and Design Standards, and FDOT Design Manual.
- The plans will be prepared on 11”x17” sheets at a scale of 1”=50’.
- Signing and pavement marking design to incorporate FDOT Roadway Design Bulletin 21-07 for wrong way driving countermeasures, update pavement markings for turn lane requirements per FDOT standard plans Index 711-001, special emphasis crosswalks, update pavement markings based on roadway surface (permanent tape or thermoplastic), incorporation of markings for recently installed driveway access points, and storing latest pavement markings and RPMs in geopak.
- Incorporation of solar powered Rectangular Rapid Flashing Beacon Assemblies (RRFB’s) at midblock crossing location at Pollard Road
- Multipost design of advance signalized intersection signs in accordance with FDOT TEM. Design to include multipost calculation based on FDOT LRFD v1.1.1 and summarized in multipost calculation book.
- Signing and Pavement Marking Plans will include the following:
  - Key Sheet
  - Tabulation of Quantities Sheet

- General Notes Sheet
- Signing and Pavement Marking Plan Sheets
- Guidesign Worksheet
- Concrete Pavement Markings Detail Sheet
- Cross Section Sheets
- Special Sign Assembly Detail Sheet

- Review of plans will be completed by Polk County (maintaining agency).

12. Lighting Analysis and Plans

- Intersection lighting plans will be prepared for signalized intersections listed below. Light fixture, pole, and bracket arm types will be selected based on FDOT and COUNTY preferences. Load center and power service points will be coordinated with TECO Energy. Voltage drop calculations will be performed and photometric analyses will be documented in a Lighting Design Analysis Report.
    - Eloise Loop Road: Intersection lighting to be installed under the Thompson Nursery Road Extension Segment 1. Lighting design and resulting plans, voltage drop calculations, etc. will be modified to accommodate proposed southbound crosswalk.
    - Eagle Lake Loop Road
    - Rifle Range Road
      Logistics Parkway
- Intersection lighting plans will be prepared for midblock crossing locations listed below. Light fixture, pole, and bracket arm types will be selected based on FDOT and County preferences. Load center and power service points will be coordinated with TECO Energy. Voltage drop calculations will be performed and photometric analyses will be documented in a Lighting Design Analysis Report.
    - Pollard Road

- A Lighting Design Analysis Report (LDAR) will be prepared to summarize the photometric analyses at the signalized intersections and midblock crossing. The analysis will include a printout showing horizontal photometrics at the intersections and vertical photometrics at crosswalks. Voltage drop calculations will be documented it in the Appendices. Lighting design criteria, pole, fixture, and bracket arm types, and coordination with utilities/COUNTY staff will be documented in the report. The LDAR will be submitted under a separate cover from the Lighting Design Plans.

13. Structural Design and Plans

1. Mast Arm Design

CONSULTANT will prepare structural calculations in letter format for 10 mast arms. Calculations will be submitted at 90%, 100% and Final submittals. Design will be in accordance with the following:

- AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 1st Edition, 2017 Interim Revisions
- FDOT Modifications to AASHTO LRFDLTS-01, January 2022
- FDOT Structures Manual (January 2026)
- FDOT FY 2025-26 Standard Plans
- FDOT Standard Specifications for Road and Bridge Construction (January 2026)

Consultant will prepare Structural Construction Plans utilizing 11”x 17” sheet format for Construction Plan sheets. Plans will be submitted at 90%, 100% and Final submittals.

2. Culvert Design

Structural design of box culverts shall be in accordance with the documents referenced. Design will be in accordance with the following:

- AASHTO LRFD Bridge Design Specifications, 9th Edition, 2020
- FDOT Structures Manual (January 2026)
- FDOT FY 2025-26 Standard Plans
- FDOT Standard Specifications for Road and Bridge Construction (January 2026)

CONSULTANT will design and prepare structural calculations in letter format for a cast in place concrete culvert. Culvert size assumed is as follows:

- Double 10x5

Calculations will be submitted at roadway 60%, 90%, 100% and Final submittals.

3. Bridge Design – Wahneta Canal Crossing

Design will be in accordance with the following:

- AASHTO LRFD Bridge Design Specifications, 9th Edition, 2020
- FDOT Structures Manual (January 2026)
- FDOT FY 2025-26 Standard Plans
- FDOT Standard Specifications for Road and Bridge Construction (January 2026)

a) Kimley-Horn will provide a bridge development memorandum to evaluate bridge alternatives for the crossing. Three bridge alternatives will be analyzed and a cost comparison will be provided. Analysis will include preliminary load calculation, verification of applicability of superstructure and substructure and general bridge layout (number of spans, vertical clearance) A memo will be provided briefly detailing the bridge alternative Kimley-Horn recommends for final design.

b) The COUNTY will review and provide direction on the final bridge alternative. For this scope, it is assumed that dual single span, prestressed concrete beam bridges founded on concrete piling will be the selected alternative. If a different alternative is chosen, the scope and fee will require revision.

c) Kimley-Horn will produce bridge structural calculations, including design load rating calculations (90% submittal only), utilizing letter size format. One PDF document will be submitted to the Client at 60%, 90%, and 100% submittals. One signed and sealed PDF document will be submitted to the CLIENT for their records at the Final submittal.

4. Bridge Design – CSX Crossing

a) Kimley-Horn will coordinate with CSX regarding possible access to the railroad R/W to determine if a two-span bridge can be utilized at the crossing. Based on the outcome of coordination with CSX either a two-span concrete or single-span steel bridge will be utilized at this crossing.

b) Kimley-Horn will produce bridge structural calculations, including design load rating calculations (90% submittal only), utilizing letter size format. One PDF document will be submitted to the Client at 60%, 90%, and 100% submittals. One signed and sealed PDF document will be submitted to the CLIENT for their records at the Final submittal. This scope assumes a single-span steel bridge will be the outcome of coordination with CSX.

14. Subsurface Utility Exploration (SUE) (ECHO)

Designation includes two-dimensional collection of existing utilities and selected three-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type, and location of existing utility, as necessary for final three-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field-collected data, and delivery of all appropriate electronic files.

The CONSULTANT shall perform SUE on all locations that include new underground infrastructure or earthwork excavation (i.e. drilled shafts, bridge piles, strain poles, mast arms, miscellaneous foundations, drainage structures, pipe culverts, new ditches, etc.). The expectation is for the CONSULTANT to know exactly where all existing underground utilities and infrastructure are located in areas that work will be performed to properly design for any new underground infrastructure or earthwork excavation that will be constructed on the project. CONSULTANT shall provide electronic depths with the designates.

A Professional Land Surveyor, registered in the State of Florida, shall sign, and seal the data provided and included in the FDOT Verified Utility Locate Plan Sheets. All information shall be provided in the format requested by the COUNTY**.**

15. Utility Coordination (ECHO)

The CONSULTANT is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule.

The CONSULTANT should coordinate with COUNTY personnel to coordinate transmittals to Utility Companies and meet production schedules.

The CONSULTANT will follow COUNTY standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The CONSULTANT may employ more than one individual or utility engineering consultant to provide utility coordination and engineering design expertise. The CONSULTANT shall identify a dedicated person responsible for managing all utility coordination activities. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the CONSULTANT proposal. The Utility Coordination Manager shall be required to satisfactorily demonstrate to the COUNTY personnel that they have the knowledge, skills, and expertise to perform this work.

The CONSULTANT's utility coordination work shall be performed and directed by the Utility Coordination Manager that was identified and approved by COUNTY's Project Manager. Any proposed change of the approved Utility Coordination Manager shall be subject to review and approval by COUNTY's Project Manager prior to any change being made in this contract.

Utilities anticipated on the project: *Charter Communications, Florida Public Utilities, Zayo Group (formerly Lightwave, LLC), Frontier Communications, Tampa Electric Company, Summit Broadband, MCI (Verizon), Uniti Fiber LLC, Waheta Water System, Inc., City of Winter Haven*

16. Public Involvement – N/A

17. Project Administration

Project administration activities will be undertaken throughout the design contract duration that will include the following:

- Project Setup: The CONSULTANT will establish base files and a work plan.
- Kick-off Meeting: The CONSULTANT will participate in a kick-off meeting with the COUNTY's project team.
- Monthly Progress Meetings: On a monthly basis, the CONSULTANT will meet with the COUNTY's project team to review the progress of work and to conduct project reviews and to coordinate with utility companies. Additionally, meetings will be held with affected utility companies. The CONSULTANT will maintain the design schedule and update the schedule following each progress meeting. For each progress meeting, the CONSULTANT will prepare an agenda, meeting minutes, and schedule update.

- Quality Control Plan: The CONSULTANT will provide a Quality Control Plan at the kickoff meeting.

18. Right of Way Acquisition Assistance

CONSULTANT will provide in-design and post-design (pre-construction) review for requests by the COUNTY (Real Estate Services) and prepare draft plan sheets and revisions to final plans to support the County's acquisition process.

19. Bid Document Assistance

This Task includes the scope of services necessary to assist the COUNTY with preparing the PROJECT for competitive bidding by construction contractors.

- The CONSULTANT will provide plans, bid quantities, technical specifications, special provisions for any modifications to the FDOT specifications, the geotechnical report used for design, and review construction bidding documents (including specifications for the subject work prepared by the COUNTY. The COUNTY will prepare bid documents, forms, and coordinate the bid solicitation.
- The CONSULTANT will attend and participate in the Pre-Bid conference. Minutes of meeting will be prepared by the COUNTY.
- The CONSULTANT will assist with bid addenda responses to questions and concerns that are submitted through the COUNTY's Procurement Office during the bidding process.
- Attend Bid Opening Meeting. Assist COUNTY in review of Contractors bids and documents as well as aid with the preparation of a bid recommendation. Minutes of meeting will be prepared by the COUNTY

20. Post Design Services

At the COUNTY'S option, the CONSULTANT may be requested to provide Post Design Services. The COUNTY will supplement the contract fees by change order to provide for Post Design Services not covered in the following section.

The COUNTY will provide full-time on-site inspection (CEI).

IV. PROVISIONS FOR WORK

1. Governing Regulations

The services performed by the CONSULTANT will follow applicable POLK COUNTY and FDOT Standards and Guidelines. The current edition, including updates, of the following References and Guidelines will be used in the performance of this work.

- Polk County Land Development Code
- FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (Florida Greenbook)
- FDOT Florida Design Manual (FDM)
- AASHTO's "A Policy on Geometric Design of Highways and Streets"
- FDOT Standard Plans Index
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Traffic Engineering Manual
- Florida Manual on Uniform Traffic Studies (MUTS)
- Manual on Uniform Traffic Control Devices (MUTCD)
- FDOT Soils and Foundations Handbook

STAFF HOUR ESTIMATION - THOMPSON NURSERY ROAD SEGMENT 2 WORKSHEET PACKAGE

November 2025

File Version: 2025.01.1

Name of Consultant: Kimley-Horn and Associates

Thmopson Nursery Extension - Segment 2 Design
TNR Seg 2

		Project Staff Hours													
Activity No.	Activity	Kimley-Horn	Terracon	ECHO	ACI	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
3	Project Common and General Tasks	600													600
4	Roadway Analysis	3147													3147
5	Roadway Plans	2348													2348
6a	Drainage Analysis	2865													2865
6b	Drainage Plans	1506													1506
6c	Selective C&G	0													0
7	Utilities	0		193											193
8	Env. Permits and Env. Clearances	1170													1170
9	Structures - Summary, Misc. Tasks, Dwgs.	757													757
10	BDR	334													334
11	Temporary Bridge	0													0
12	Short Span Concrete Bridge	0													0
13	Medium Span Concrete Bridge	890													890
14	Structural Steel Bridge	1525													1525
15	Segmental Concrete Bridge	0													0
16	Movable Span	0													0
17	Retaining Walls	284													284
18	Miscellaneous Structures	302													302
19	Signing & Pavement Marking Analysis	664													664
20	Signing & Pavement Marking Plans	189													189
21	Signalization Analysis	387													387
22	Signalization Plans	217													217
23	Lighting Analysis	246													246
24	Lighting Plans	128													128
25	Landscape Analysis	0													0
26	Landscape Plans	0													0
27	Survey - Field and Office Support	0		319											319
28	Photogrammetry	0													0
29	Mapping	0													0
30	Terrestrial Mobile LiDAR	0													0
31	Architecture Development	0													0
32	Noise Barriers Impact Design Assessment	0													0
33	ITS Analysis	0													0
34	ITS Plans	0													0
35	Geotechnical	0	720												720
36	3D Modeling	645													645
37	CRAS				630										630
	Project Total	**18,204**	**720**	**512**	**630**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20,066**
27	Survey Field Crew Days	0													0

Notes: 1. Staff hours for prime consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - GRAND TOTAL

Financial Project Number: TNR Seg 2 | Project Name: Thmopson Nursery Extension - Segment 2 Design

FAP Number: 0 | Date: 11/26/2025 | Name of Consultant: Kimley-Horn and Associates

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION																TOTAL STAFF HOURS RANGE		ON CADD
	Grand Total	Chief Engineer 2	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineer in Training	Senior Eng. Tech	Engineering Tech	Chief Designer	Chief Planner	Senior Planner	Project Planner	Planner	Chief Scientist	Senior Env. Specialist	Env. Specialist	Secretary/ Clerical		
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		PERCENT
3. Project Common and Project General Tasks	600	0	0	420	0	0	0	0	0	0	0	0	0	0	0	0	0	180	600	660	
4. Roadway Analysis	3147	157	0	157	315	472	1416	157	472	0	0	0	0	0	0	0	0	0	3146	3461	
5. Roadway Plans	2348	117	0	117	235	352	1057	117	352	0	0	0	0	0	0	0	0	0	2347	2582	
6a. Drainage Analysis	2865	143	0	143	287	430	1289	143	430	0	0	0	0	0	0	0	0	0	2865	3152	
6b. Drainage Plans	1506	75	0	75	151	226	678	75	226	0	0	0	0	0	0	0	0	0	1506	1657	
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Utilities	193	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Environmental Permits and Env. Clearances	1170	0	0	0	0	0	0	0	0	0	0	0	0	0	234	234	702	0	1170	1287	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	757	38	0	38	76	114	341	38	114	0	0	0	0	0	0	0	0	0	759	835	
10. Structures - Bridge Development Report	334	17	0	17	33	50	150	17	50	0	0	0	0	0	0	0	0	0	334	367	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. Structures - Medium Span Concrete Bridge	890	45	0	45	89	134	401	45	134	0	0	0	0	0	0	0	0	0	893	982	
14. Structures - Structural Steel Bridge	1525	76	0	76	153	229	686	76	229	0	0	0	0	0	0	0	0	0	1525	1678	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17. Structures - Retaining Walls	284	14	0	14	28	43	128	14	43	0	0	0	0	0	0	0	0	0	284	312	
18. Structures - Miscellaneous	302	15	0	15	30	45	136	15	45	0	0	0	0	0	0	0	0	0	301	331	
19. Signing & Pavement Marking Analysis	664	33	0	33	66	100	299	33	100	0	0	0	0	0	0	0	0	0	664	730	
20. Signing & Pavement Marking Plans	189	9	0	9	19	28	85	9	28	0	0	0	0	0	0	0	0	0	187	206	
21. Signalization Analysis	387	19	0	19	39	58	174	19	58	0	0	0	0	0	0	0	0	0	386	425	
22. Signalization Plans	217	11	0	11	22	33	98	11	33	0	0	0	0	0	0	0	0	0	219	241	
23. Lighting Analysis	246	12	0	12	25	37	111	12	37	0	0	0	0	0	0	0	0	0	246	271	
24. Lighting Plans	128	6	0	6	13	19	58	6	19	0	0	0	0	0	0	0	0	0	127	140	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
27. Survey (Field & Office Support)	319	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
35. Geotechnical	720	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
36. 3D Modeling	645	32	0	32	65	97	290	32	97	0	0	0	0	0	0	0	0	0	645	710	
TOTALS	19436	819	0	1239	1646	2467	7397	819	2467	0	0	0	0	0	234	234	702	180	18204	20024	

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - GRAND TOTAL

Financial Project Number: TNR Seg 2 | Project Name: Thmopson Nursery Extension - Segment 2 Design

FAP Number: 0 | Date: 11/26/2025 | Name of Consultant: Kimley-Horn and Associates

Staff Hour Distribution Percentages - Grand Total

	Hours from "Summary" sheet Grand Total	Chief Engineer 2	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineer in Training	Senior Eng. Tech	Engineering Tech	Chief Designer	Chief Planner	Senior Planner	Project Planner	Planner	Chief Scientist	Senior Env. Specialist	Env. Specialist	Secretary/ Clerical	Total
3. Project Common and Project General Tasks	600	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	100.00%
4. Roadway Analysis	3147	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
5. Roadway Plans	2348	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
6a. Drainage Analysis	2865	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
6b. Drainage Plans	1506	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
6c. Selective C&G	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
7. Utilities	193	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
8. Environmental Permits and Env. Clearances	1170	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	20.0%	20.0%	60.0%	0.0%	100.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	757	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
10. Structures - Bridge Development Report	334	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	890	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
14. Structures - Structural Steel Bridge	1525	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	284	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
18. Structures - Miscellaneous	302	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
19. Signing & Pavement Marking Analysis	664	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
20. Signing & Pavement Marking Plans	189	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
21. Signalization Analysis	387	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
22. Signalization Plans	217	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
23. Lighting Analysis	246	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
24. Lighting Plans	128	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
25. Landscape Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27. Survey (Field & Office Support)	319	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
35. Geotechnical	720	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
36. 3D Modeling	645	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%

Note: This spreadsheet to be used in Technical Proposal for Districts requiring the Grand Total hours be provided along with percentage distribution by classification.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: TNR Seg 2

Project Name: Thmopson Nursery Extension - Segment 2 Design

FAP Number: 0

Date: 11/26/2025

Name of Consultant: Kimley-Horn and Associates

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION																	TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total Hours	Chief Engineer 2 Hours	Senior Engineer 2 Hours	Senior Engineer 1 Hours	Engineer 2 Hours	Engineer 1 Hours	Engineer in Training Hours	Senior Eng. Tech Hours	Engineering Tech Hours	Chief Designer Hours	Chief Planner Hours	Senior Planner Hours	Project Planner Hours	Planner Hours	Chief Scientist Hours	Senior Env. Specialist Hours	Env. Specialist Hours	Secretary/ Clerical Hours			PERCENT
3. Project Common and Project General Tasks	600	0	0	420	0	0	0	0	0	0	0	0	0	0	0	0	0	180	600	660	
4. Roadway Analysis	3147	157	0	157	315	472	1416	157	472	0	0	0	0	0	0	0	0	0	3146	3461	
5. Roadway Plans	2348	117	0	117	235	352	1057	117	352	0	0	0	0	0	0	0	0	0	2347	2582	
6a. Drainage Analysis	2865	143	0	143	287	430	1289	143	430	0	0	0	0	0	0	0	0	0	2865	3152	
6b. Drainage Plans	1506	75	0	75	151	226	678	75	226	0	0	0	0	0	0	0	0	0	1506	1657	
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Environmental Permits,and Env. Clearances	1170	0	0	0	0	0	0	0	0	0	0	0	0	0	234	234	702	0	1170	1287	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	757	38	0	38	76	114	341	38	114	0	0	0	0	0	0	0	0	0	759	835	
10. Structures - Bridge Development Report	334	17	0	17	33	50	150	17	50	0	0	0	0	0	0	0	0	0	334	367	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. Structures - Medium Span Concrete Bridge	890	45	0	45	89	134	401	45	134	0	0	0	0	0	0	0	0	0	893	982	
14. Structures - Structural Steel Bridge	1525	76	0	76	153	229	686	76	229	0	0	0	0	0	0	0	0	0	1525	1678	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17. Structures - Retaining Walls	284	14	0	14	28	43	128	14	43	0	0	0	0	0	0	0	0	0	284	312	
18. Structures - Miscellaneous	302	15	0	15	30	45	136	15	45	0	0	0	0	0	0	0	0	0	301	331	
19. Signing & Pavement Marking Analysis	664	33	0	33	66	100	299	33	100	0	0	0	0	0	0	0	0	0	664	730	
20. Signing & Pavement Marking Plans	189	9	0	9	19	28	85	9	28	0	0	0	0	0	0	0	0	0	187	206	
21. Signalization Analysis	387	19	0	19	39	58	174	19	58	0	0	0	0	0	0	0	0	0	386	425	
22. Signalization Plans	217	11	0	11	22	33	98	11	33	0	0	0	0	0	0	0	0	0	219	241	
23. Lighting Analysis	246	12	0	12	25	37	111	12	37	0	0	0	0	0	0	0	0	0	246	271	
24. Lighting Plans	128	6	0	6	13	19	58	6	19	0	0	0	0	0	0	0	0	0	127	140	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
36. 3D Modeling	645	32	0	32	65	97	290	32	97	0	0	0	0	0	0	0	0	0	645	710	
TOTALS	18,204	819	0	1,239	1,646	2,467	7,397	819	2,467	0	0	0	0	0	234	234	702	180	18204	20024	
														FIRM TOTAL					**18,204**	**20,024**	

Field Survey Estimate:

0 4-person crew days

Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 64 to 98 of this sheet.
3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: TNR Seg 2 | Project Name: Thmopson Nursery Extension - Segment 2 Design

FAP Number: 0 | Date: 11/26/2025 | Name of Consultant: Kimley-Horn and Associates

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Chief Engineer 2	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineer in Training	Senior Eng. Tech	Engineering Tech	Chief Designer	Chief Planner	Senior Planner	Project Planner	Planner	Chief Scientist	Senior Env. Specialist	Env. Specialist	Secretary/ Clerical	Total
3. Project Common and Project General Tasks	600	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	100.00%
4. Roadway Analysis	3147	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
5. Roadway Plans	2348	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
6a. Drainage Analysis	2865	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
6b. Drainage Plans	1506	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
6c. Selective C&G	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
7. Utilities	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
8. Environmental Permits,and Env. Clearances	1170	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	20.0%	20.0%	60.0%	0.0%	100.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	757	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
10. Structures - Bridge Development Report	334	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	890	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
14. Structures - Structural Steel Bridge	1525	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	284	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
18. Structures - Miscellaneous	302	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
19. Signing & Pavement Marking Analysis	664	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
20. Signing & Pavement Marking Plans	189	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
21. Signalization Analysis	387	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
22. Signalization Plans	217	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
23. Lighting Analysis	246	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
24. Lighting Plans	128	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
25. Landscape Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27. Survey (Field & Office Support)	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
35. Geotechnical	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
36. 3D Modeling	645	5.0%	0.0%	5.0%	10.0%	15.0%	45.0%	5.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 1/0/1900

Project Name: Thompson Nursery Road Extension from Eloise Loop Rd. (Sta. 125+00) to W. of Rialto Rd. (Sta. 292+65) (Segment #2)

FAP Number: 0

Date: 11/26/2025

Name of Consultant: ECHO UES, Inc

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total Hours	Project Manager 3 Hours	SUR Senior Surveyor 2 Hours	SUR Survey Project Manager 3 Hours	Survey/GIS/SUE Analyst 3 (Senior) Hours	Chief Utility Coordinator Hours	Staff Classification 6 Hours	Staff Classification 7 Hours	Staff Classification 8 Hours	Staff Classification 9 Hours	Staff Classification 10 Hours	Staff Classification 11 Hours	Staff Classification 12 Hours			PERCENT
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Utilities	193	0	0	0	0	193	0	0	0	0	0	0	0	193	212	
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
27. Survey (SUE)	319	48	48	96	127	0	0	0	0	0	0	0	0	319	351	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	512	48	48	96	127	193	0	0	0	0	0	0	0	**512**	**563**	
									Field Survey Estimate:							

Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 64 to 98 of this sheet.
3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

0 4-person crew days

FIRM TOTAL	512	563	

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 1/0/1900

FAP Number: 0

Project Name: Thompson Nursery Road Extension from Eloise Loop Rd. (Sta. 125+00) to W. of Rialto Rd. (Sta. 292+65) (Segment #2)

Date: 11/26/2025

Name of Consultant: ECHO UES, Inc

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager 3	SUR Senior Surveyor 2	SUR Survey Project Manager 3	Survey/GIS/SUE Analyst 3 (Senior)	Chief Utility Coordinator	Staff Classi-fication 6	Staff Classi-fication 7	Staff Classi-fication 8	Staff Classi-fication 9	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi-fication 12	Total
3. Project General and Project Common Tasks	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
4. Roadway Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
5. Roadway Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6a. Drainage Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6b. Drainage Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
7. Utilities	0	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
8. Environmental Permits,and Env. Clearances	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
10. Structures - Bridge Development Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
14. Structures - Structural Steel Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
18. Structures - Miscellaneous	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
19. Signing & Pavement Marking Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
20. Signing & Pavement Marking Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
21. Signalization Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
22. Signalization Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
23. Lighting Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
24. Lighting Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
25. Landscape Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27. Survey (SUE)	0	15.0%	15.0%	30.0%	40.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
35. Geotechnical	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
36. 3D Modeling	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 1/0/1900 Project Name: Thompson Nursery Road Extension - Segment 2

FAP Number: 0 Date: 11/26/2025 Name of Consultant: Kimley Horn / Terracon

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total Hours	Senior Engineer Hours	Project Engineer Hours	Sr. Eng. Technician Hours	CADD Technician Hours	Admin. Assistant Hours	Staff Classi-fication 6 Hours	Staff Classi-fication 7 Hours	Staff Classi-fication 8 Hours	Staff Classi-fication 9 Hours	Staff Classi-fication 10 Hours	Staff Classi-fication 11 Hours	Staff Classi-fication 12 Hours			PERCENT
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
35. Geotechnical	720	108	324	144	108	36	0	0	0	0	0	0	0	720	792	
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	720	108	324	144	108	36	0	0	0	0	0	0	0	**720**	**792**	
														FIRM TOTAL	**720**	**792**

Field Survey Estimate:
0 4-person crew days

Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 64 to 98 of this sheet.
3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 1/0/1900 Project Name: Thompson Nursery Road Extension - Segment 2

FAP Number: 0 Date: 11/26/2025 Name of Consultant: Kimley Horn / Terracon

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Senior Engineer	Project Engineer	Sr. Eng. Technician	CADD Technician	Admin. Assistant	Staff Classi-fication 6	Staff Classi-fication 7	Staff Classi-fication 8	Staff Classi-fication 9	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi-fication 12	Total
3. Project General and Project Common Tasks	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
4. Roadway Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
5. Roadway Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6a. Drainage Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6b. Drainage Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
7. Utilities	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
8. Environmental Permits,and Env. Clearances	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
10. Structures - Bridge Development Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
14. Structures - Structural Steel Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
18. Structures - Miscellaneous	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
19. Signing & Pavement Marking Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
20. Signing & Pavement Marking Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
21. Signalization Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
22. Signalization Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
23. Lighting Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
24. Lighting Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
25. Landscape Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27. Survey (Field & Office Support)	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
35. Geotechnical	699	15.0%	45.0%	20.0%	15.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
36. 3D Modeling	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 123456-7-89-10 Project Name Thompson Nursery Road Ext., Segment 2 CRAS

FAP Number: 54321 Date: 11/26/2025 Name of Consultant: Archaeological Consultants, Inc.

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total	Chief Scientist	Senior Scientist	Chief Archaeologist	Scientist	Senior Archaeologist	GIS Specialist	Archaeologist	Secretary/Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			PERCENT
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Engineering Analyses and Considerations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Environmental Analysis and Reports	630	50	159	43	101	104	54	104	15	0	0	0	0	630	693	
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	630	50	159	43	101	104	54	104	15	0	0	0	0	**630**	**693**	
									Field Survey Estimate:							
									4-man crew days			**FIRM TOTAL**		**630**	**693**	

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: 123456-7-89-10 Project Name Thompson Nursery Road Ext., Segment 2 CRAS

FAP Number: 54321 Date: 11/26/2025 Name of Consultant: Archaeological Consultants, Inc.

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Chief Scientist	Senior Scientist	Chief Archaeologist	Scientist	Senior Archaeologist	GIS Specialist	Archaeologist	Secretary/Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total
Project Description and Objectives	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Public Involvement	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Engineering Analyses and Considerations	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
Environmental Analysis and Reports	630	8.0%	25.3%	6.8%	16.0%	16.5%	8.6%	16.5%	2.4%	0.0%	0.0%	0.0%	0.0%	100.00%
Environmental Document	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Thmopson Nursery Extension - Segment 2 Design
County: Polk
FPN: TNR Seg 2
FAP No.: 1/0/1900

Consultant Name: Kimley-Horn and Associates
Consultant No.:
Date: 12/2/2025
Estimator: Joseph Roberts

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer 2	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineer in Training	Senior Eng. Tech	Engineering Tech	Chief Designer	Chief Planner	Senior Planner	Project Planner	Planner	Chief Scientist	Senior Env. Specialist	Env. Specialist	Secretary/ Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$360.00	$300.00	$270.00	$240.00	$200.00	$170.00	$190.00	$155.00	$260.00	$345.00	$205.00	$180.00	$145.00	$270.00	$200.00	$165.00	$125.00			
3. Project Common and Project General Tasks	600	0	0	420	0	0	0	0	0	0	0	0	0	0	0	0	0	180	600	$135,900	$226.50
4. Roadway Analysis	3,147	157	0	157	315	472	1,416	157	472	0	0	0	0	0	0	0	0	0	3,146	$612,620	$194.73
5. Roadway Plans	2,348	117	0	117	235	352	1,057	117	352	0	0	0	0	0	0	0	0	0	2,347	$456,990	$194.71
6a. Drainage Analysis	2,865	143	0	143	287	430	1,289	143	430	0	0	0	0	0	0	0	0	0	2,865	$557,920	$194.74
6b. Drainage Plans	1,506	75	0	75	151	226	678	75	226	0	0	0	0	0	0	0	0	0	1,506	$293,230	$194.71
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits,and Env. Clearances	1,170	0	0	0	0	0	0	0	0	0	0	0	0	0	234	234	702	0	1,170	$225,810	$193.00
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	757	38	0	38	76	114	341	38	114	0	0	0	0	0	0	0	0	0	759	$147,840	$194.78
10. Structures - Bridge Development Report	334	17	0	17	33	50	150	17	50	0	0	0	0	0	0	0	0	0	334	$65,110	$194.94
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	890	45	0	45	89	134	401	45	134	0	0	0	0	0	0	0	0	0	893	$174,000	$194.85
14. Structures - Structural Steel Bridge	1,525	76	0	76	153	229	686	76	229	0	0	0	0	0	0	0	0	0	1,525	$296,955	$194.72
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	284	14	0	14	28	43	128	14	43	0	0	0	0	0	0	0	0	0	284	$55,225	$194.45
18. Structures - Miscellaneous	302	15	0	15	30	45	136	15	45	0	0	0	0	0	0	0	0	0	301	$58,595	$194.67
19. Signing & Pavement Marking Analysis	664	33	0	33	66	100	299	33	100	0	0	0	0	0	0	0	0	0	664	$129,230	$194.62
20. Signing & Pavement Marking Plans	189	9	0	9	19	28	85	9	28	0	0	0	0	0	0	0	0	0	187	$36,330	$194.28
21. Signalization Analysis	387	19	0	19	39	58	174	19	58	0	0	0	0	0	0	0	0	0	386	$75,110	$194.59
22. Signalization Plans	217	11	0	11	22	33	98	11	33	0	0	0	0	0	0	0	0	0	219	$42,675	$194.86
23. Lighting Analysis	246	12	0	12	25	37	111	12	37	0	0	0	0	0	0	0	0	0	246	$47,845	$194.49
24. Lighting Plans	128	6	0	6	13	19	58	6	19	0	0	0	0	0	0	0	0	0	127	$24,645	$194.06
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
36. 3D Modeling	645	32	0	32	65	97	290	32	97	0	0	0	0	0	0	0	0	0	645	$125,575	$194.69
Total Staff Hours	18,204	819	0	1,239	1,646	2,467	7,397	819	2,467	0	0	0	0	0	234	234	702	180	18,204		
Total Staff Cost		$294,840.00	$0.00	$334,530.00	$395,040.00	$493,400.00	$1,257,490.00	$155,610.00	$382,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$63,180.00	$46,800.00	$115,830.00	$22,500.00		**$3,561,605.00**	**$195.65**

Check = $3,561,605.00

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:									$3,561,605.00
OVERHEAD:			0%						$0.00
OPERATING MARGIN:			0%						$0.00
FCCM (Facilities Capital Cost Money):			0.00%						$0.00
EXPENSES:			0.00%						$0.00
Survey (Field - if by Prime)	0	4-person crew days @					$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:									**$3,561,605.00**
Subconsultant: Terracon									$200,820.00
Subconsultant: ECHO									$262,114.28
Subconsultant: ACI									$95,150.02
SUBTOTAL ESTIMATED FEE:									**$4,119,689.30**
Geotechnical Field and Lab Testing									$0.00
SUBTOTAL ESTIMATED FEE:									**$4,119,689.30**
Optional Services									$0.00
GRAND TOTAL ESTIMATED FEE:									**$4,119,689.30**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Thompson Nursery Road Extension from Eloise Loop Rd. (Sta. 125+00) to W. of Rialto Rd. (Sta. 292+65) (Segment #2)
County: Polk
FPN: 0
FAP No.: 1/0/1900

Consultant Name: ECHO UES, Inc
Consultant No.: enter consultants proj. number
Date: 11/26/2025
Estimator: Jerry Comellas, Jr., PE

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager 3	SUR Senior Surveyor 2	SUR Survey Project Manager 3	Survey/GIS/SUE Analyst 3 (Senior)	Chief Utility Coordinator	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$304.83	$260.83	$164.81	$95.94	$141.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	193	0	0	0	0	193	0	0	0	0	0	0	0	193	$27,290.20	$141.40
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (SUE)	319	48	48	96	127	0	0	0	0	0	0	0	0	319	$55,157.82	$172.91
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	512	48	48	96	127	193	0	0	0	0	0	0	0	512		
Total Staff Cost		$14,631.84	$12,519.84	$15,821.76	$12,184.38	$27,290.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$82,448.02**	**$161.03**

Check = $82,448.02

SALARY RELATED COSTS:					$82,448.02
OVERHEAD:		0%			$0.00
OPERATING MARGIN:		0%			$0.00
FCCM (Facilities Capital Cost Money):		0.00%			$0.00
EXPENSES:		0.00%			$0.00
SUBTOTAL ESTIMATED FEE:					**$82,448.02**
SUE (Designating)	185	3-person crew	$ 282.56	/ hour	$52,155.14
SUE (Locating)	337	3-person crew	$ 282.56	/ hour	$95,104.95
Survey (to support SUE)	143	3-person crew	$ 227.28	/ hour	$32,406.17
	664				$0.00
SUBTOTAL ESTIMATED FEE:					**$262,114.28**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$262,114.28**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Thompson Nursery Road Extension - Segment 2
County: Polk
FPN: 0
FAP No.: 1/0/1900

Consultant Name: Kimley Horn / Terracon
Consultant No.: enter consultants proj. number
Date: 11/26/2025
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Senior Engineer	Project Engineer	Sr. Eng. Technician	CADD Technician	Admin. Assistant	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$210.00	$174.00	$84.00	$102.00	$78.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	720	108	324	144	108	36	0	0	0	0	0	0	0	720	$104,976	$145.80
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	720	108	324	144	108	36	0	0	0	0	0	0	0	720		
Total Staff Cost		$22,680.00	$56,376.00	$12,096.00	$11,016.00	$2,808.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$104,976.00**	**$145.80**

Check = $104,976.00

SALARY RELATED COSTS:					$104,976.00
OVERHEAD:	0%				$0.00
OPERATING MARGIN:	0%				$0.00
FCCM (Facilities Capital Cost Money):	0.00%				$0.00
EXPENSES:	0.00%				$0.00
SUBTOTAL ESTIMATED FEE:					**$104,976.00**
Survey (Field) 0	4-person crew	$ -	/ day		$0.00
Geotechnical Field and Lab Testing					$95,844.00
SUBTOTAL ESTIMATED FEE:					**$200,820.00**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$200,820.00**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Thompson Nursery Road Ext., Segment 2 CRAS
County: Polk
FPN:
FAP No.:

Consult. Name: Archaeological Consultants, Inc.
Consult. No.
Date: 12/2/2025
Estimator:

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Scientist	Senior Scientist	Chief Archaeologist	Scientist	Senior Archaeologist	GIS Specialist	Archaeologist	Secretary/Clerical	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$242.61	$198.76	$159.01	$113.58	$138.19	$134.40	$93.44	$117.37	$0.00	$0.00	$0.00	$0.00			
Project Description and Objectives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Engineering Analyses and Considerations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Environmental Analysis and Reports	630	50	159	43	101	104	54	104	15	0	0	0	0	630	$95,150	$151.03
Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	630	50	159	43	101	104	54	104	15	0	0	0	0	630		
Total Staff Cost		$12,130.50	$31,602.84	$6,837.43	$11,471.58	$14,371.76	$7,257.60	$9,717.76	$1,760.55	$0.00	$0.00	$0.00	$0.00		**$95,150.02**	**$151.03**

Check = $95,150.02

SALARY RELATED COSTS:		$95,150.02
OVERHEAD:	0.00%	$0.00
OPERATING MARGIN:	0.00%	$0.00
FCCM (Facilities Capital Cost Money):	0.00%	$0.00
EXPENSES:	0.00%	$0.00
SALARY RELATED SUBTOTAL:		**$95,150.02**
Survey (Field - if by Sub) 0.00 4-man crew day $ - / day		$0.00
SUBTOTAL - SUBCONSULTANT		**$95,150.02**
Optional Services		$0.00
SUBCONSULTANT TOTAL ESTIMATED FEE:		**$95,150.02**

Note:
1. This sheet to be used by Subconsultant to calculate its fee.

Project Activity 3: General Tasks

Estimator: Joseph Roberts

Thmopson Nursery Extension - Segment 2 Design
TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	N/A - County stated no CAP required
3.1.2	Notifications	LS	1	0	0	N/A - County decided not to provide elected offical notification letter
3.1.3	Preparing Mailing Lists	LS	1	0	0	N/A no public meetings
3.1.4	Median Modification Letters	LS	1	0	0	N/A - No medians along project
3.1.5	Driveway Modification Letters	LS	1	0	0	N/A - not part of scope
3.1.6	Newsletters	LS	1	0	0	N/A - not part of scope
3.1.7	Renderings and Fly Throughs	LS	1	0	0	N/A - not part of scope
3.1.8	PowerPoint Presentation	LS	1	0	0	N/A - not part of scope
3.1.9	Public Meeting Preparations	LS	1	0	0	N/A - not part of scope
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	N/A - not part of scope
3.1.11	Other Agency Meetings	LS	1	0	0	N/A - not part of scope
3.1.12	Web Site	LS	1	0	0	N/A - not part of scope
	3.1 Public Involvement Subtotal				**0**	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	20	20	specifications creation using FDOT
3.3.2	Estimated Quantities Report Preparation	Report Components	1 6	Calculated Hours 28	28	Roadway, Drainage, Lighting, Structures, Signals, S&PM
3.4	Contract Maintenance and Project Documentation	LS	1	112	112	20 hours start-up + 16 month project duration +12 final documentation = 20+16*6 +12 = 112
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	N/A
3.6	Prime Consultant Project Manager Meetings	LS	1	396	396	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	To be negotiated at a future date
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	44	44	assume 5 meetings with CSX including a concept meeting = 20 hours for concept meeting +4*6 hours = 44
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					**600**	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	17	9	153	travel time, meeting mintues, attendance PM and Deputy etc. Data is provided in roadway analysis section - reduced by 17 meetings as progress meetings were double counted
Drainage	EA	9	9	81	travel time, meeting mintues, attendance PM and Deputy
Selective C&G	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	3	9	27	travel time, meeting mintues, attendance PM and Deputy
Structures	EA	1	9	9	travel time, meeting mintues, attendance PM and Deputy
Signing & Pavement Marking	EA	2	9	18	travel time, meeting mintues, attendance PM and Deputy
Signalization	EA	4	9	36	travel time, meeting mintues, attendance PM and Deputy
Lighting	EA	8	9	72	travel time, meeting mintues, attendance PM and Deputy
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	
Field Reviews	EA	0	0	0	
Total Project Manager Meetings		44		396	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**
3. **Project manager meetings are calculated in each discipline sheet and brought forward to Column D.**

Project Activity 4: Roadway Analysis

Estimator: Luis Nieto

Thomposon Nursery Road Extension

0

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name	**Kimley-Horn and Associates**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	132	132	Thompson Nursery Rd = 2 Typicals ; Old Riffle Road = 1 typicals ; Eagle Loop Rd = 2 Typicals ; Rifle Range Rd = 2 Typicals ; Pollard Rd = 2 Typicals ; Logistic Parkway = 2 Typicals. Total # of Typicals = 11 Typicals. 22 hrs for Data sheet + 10 hrs per typical * 11 typicals = **132 hrs Total**
4.2	Pavement Type Selection Report	LS	1	0	0	N/A
4.3	Pavement Design Package	LS	1	150	150	Thompon Nursery Rd: (1) New Const Pavt Design + (1) Milling and Resurfacing (M&R) ; Old Riffle Range Rd: (1) Reconst; Eagle Loop Road: (1) Reconst, (1) M&R; Riffle Range Rd: (1) New Const, (1) M&R; Pollard Rd: (1) Reconst, (1) M&R; Logistic Parkway = (1) Reconst, (1) M&R; Total Pavement designs = 11; Initial Set up + 1 pavement design = 50 hrs + 10 pavement designs @ 10 hrs each = **150 hrs Total**
4.4	Cross-Slope Correction	LS	1	26	26	Riffle Range Road Cross slope correction to Tie in to existing road from new horizontal curve connection to TNR. Analysis of existing cross slope (2 hrs) + cross slope concept creation (24 hrs); **Total 26 hrs**
4.5	Horizontal /Vertical Master Design Files	LS	1	980	980	Project length = 3.2 miles; 320 hrs (1st mile) + 300 hrs * 2.2 (remaining miles) = **980 hrs**
4.6	Access Management	LS	1	64	64	3.2 miles of divided roadway * 20 hrs per mile = **64 hrs**
4.7	Roundabout Evaluation	LS	1	0	0	N/A
4.8	Roundabout Final Design Analysis	LS	1	0	0	N/A
4.9	Cross Section Design Files	LS	1	0	0	Using Task 36.5 for this section
4.10	Temporary Traffic Control Plan Analysis	LS	1	260	260	Level II and Level III: Analysis necessary to develop a TTCP concept, such as determining lane configurations, lane closure analysis, traffic pacing analysis, detour usage, diversions usage, lane shift usage, and creating a pedestrian TTCP concept; (LS) 140 hrs; Add ons: Temp Signalization = 30 hrs; Cross Section analysis: Eagle Lake Loop (24 hrs); Riffle Range Rd (30 hrs); Pollard Rd (36 hrs) Total cross section analysis= 90 hrs. **Total TTCP analysis =260 hrs**
4.11	Master TTCP Design Files	LS	1	731	731	Vehicular TTCP = 44 hrs * 3.2 miles * 4 phases = 563 hrs; Pedestrian TCP = 24 hrs * 4 phases = 96 hr; Temporary Drainage = 24 hrs * 3 phases = 72 hrs. Total Hours = **731 hrs Total**
4.12a	Selective Clearing and Grubbing of Existing VegetationField Assessment	LS	1	0	0	N/A
4.12b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	N/A
4.12c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	N/A

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.13	Tree Dispostion Plan	LS	1	0	0	N/A
4.14	Design Variations and Exceptions	LS	1	0	0	None antcipated at this time
4.15	Design Report	LS	1	60	60	SE Calcs, Truck Turning Movements, Intersection Sight Distance, Sight Distance
4.16	Quantities	LS	1	156	156	16 hrs / mile * 3.75 miles + 48 hrs x 2 (Roadway & TCP) = **156 hrs**
4.17	Cost Estimate	LS	1	48	48	Initial Cost Estimate 16 hrs + 4 submittals * 8 hrs= 3 * 24 hrs = **48 hrs**
4.18	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	N/A
4.19	Other Roadway Analyses	LS	1	0	0	N/A
Roadway Analysis Technical Subtotal					**2607**	
4.20	Field Reviews	LS	1	48	48	3 field review * 2 people * 8 hrs per field visit (2 hr drive + 6 hr field review) = 48 hrs
4.21	Monitor Existing Structures	LS	1	0	0	N/A
4.22	Technical Meetings	LS	1	170	170	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	5%	130	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	5%	130	
Roadway Analysis Nontechnical Subtotal					**478**	
4.26	Coordination	LS	%	2%	62	
4. Roadway Analysis Total					**3147**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	1	5	5	1 Typ Section meeting with prep work (1 person)	yes	1
Pavement	EA	1	5	5	1 Pavement Design meeting with prep work (1 person)	yes	1
Access Management	EA	1	5	5	1 Access management meeting with prep work (1 person)	yes	1
15% Line and Grade	EA	0	0	0			0
Driveways	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	6	5	30	In person Meetings with meeting and Prep Work (1 p)	yes	6
Work Zone Traffic Control	EA	2	5	10	In person Meetings with meeting and Prep Work (1 p)	yes	2
30/60/90/100% Comment Review Meetings	EA	4	5	20	In person Meetings with meeting at each Phase and Prep Work (1 p)	yes	4
Other Meetings	EA	19	5	95	Kick-Off, 16 Monthly Progress Mtgs, 2 Public Involvement Mtgs (1p)	yes	19
Subtotal Technical Meetings				**170**		**Subtotal Project Manager Meetings**	34
Progress Meetings (if required by FDOT)	EA	0	0	0	***PM attendance at Progress Meetings is manually entered on General Task 3***		- -
Phase Review Meetings	EA	0	0	0	**PM attendance at Phase Review Meetings is manually entered on General Task 3**		- -
Total Meetings				**170**	**Total Project Manager Meetings (carries to Tab 3)**		**34**

Project Activity 5: Roadway Plans

Estimator: Luis Nieto

Thomposon Nursery Road Extension

0

Representing		Print Name	Signature / Date
FDOT District			
Consultant Name		**Kimley-Horn and Associates**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet & Signature Sheet		Sheet	1	8	8	
5.2	Summary of Pay Items Including Quantity Input		Sheet	3	24	72	
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	11	10	110	
5.3.2	Typical Section Details		EA	1	16	16	Anticipated Cross slope correction at Riffle Range for new connection to TNR = 16 hrs
5.4	General Notes/Pay Item Notes		Sheet	1	12	12	
5.5	Summary of Quantities Sheets		Sheet	20	5	100	
5.6	Project Layout	200	Sheet	6	8	48	3.2 miles project length * 5280 ft / mile = 16,896 ft. / 2900 ft per sheet coverage = 6 sheets
5.7	Plan/Profile Sheet		Sheet	0	0	0	
5.8	Profile Sheet	50	Sheet	30	6	180	3.2 miles project length * 5280 ft / mile = 16,896 ft. / 725 ft per sheet coverage = 24 sheets. Eagle lake Loop rd = 482 ft / 725ft per sheet = 1 sheets; Rifle range Rd = 1000 ft / 725 ft per sheet = 2 sheets.; Pollard Road = 1000 ft / 725 ft per sheet = 2 sheets; Innovation Way = 425 ft / 725 ft per sheet = 1 sheet; **Total Profile sheets = 30 sheets**
5.9	Plan Sheet	50	Sheet	30	6	180	3.2 miles project length * 5280 ft / mile = 16,896 ft. / 725 ft per sheet coverage = 24 sheets. Eagle lake Loop rd = 482 ft / 725ft per sheet = 1 sheets; Rifle range Rd = 1000 ft / 725 ft per sheet = 2 sheets.; Pollard Road = 1000 ft / 725 ft per sheet = 2 sheets; Innovation Way = 425 ft / 725 ft per sheet = 1 sheet; **Total Plan sheets = 30 sheets**
5.10	Special Profile		Sheet	4	14	56	Old Riffle Range Rd connection (1); (1) Cul de sac at Rifle Range Rd and (1) Cul de Sac at Warhausen Rd; (1) Connection to New Rifle Range road
5.11	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	N/A
5.12	Interchange Layout Sheet		Sheet	0	0	0	N/A

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.13	Ramp Terminal Details (Plan View)		Sheet	0	0	0	N/A
5.14	Intersection Layout Details	20	Sheet	6	16	96	Intersection Layout sheets for: (1) Old Riffle Range Rd connection; (1) Eagle Lake Loop Rd. (1) Riffle Range Rd Connection to TNR. (1) Old Riffle Range rd to new riffle range connection (1) Pollard Rd; (1) Innovation Way. **Total = 6 intersection Detail sheets**
5.15	Special Details		EA	0	0	0	
5.16	Cross-Section Pattern Sheets		Sheet	0	0	0	N/A
5.17	Roadway Soil Survey Sheets	200	Sheet	6	1	6	Sheet provided by Geotechnical discipline.
5.18	Cross Sections		EA	228	0.5	114	Project Length = 16,896 ft. / 100 ft cross sections = 169 cross sections; Eagle lake Loop rd = 482 ft / 50 ft cross sections= 10 cross sections; Rifle range Rd = 1000 ft / 50 ft cross sections = 20 cross sections; Pollard Road = 1000 ft / 50 ft cross sections = 20 cross sections; Innovation Way = 425 ft / 50 ft cross sections = 9 cross sections. **Total Cross sections = 228 cross sections**
5.19	Temporary Traffic Control Plan Sheets	50	Sheet	120	6	720	Project length + side streets = 30 sheets * 4 TCP phases = 120 sheets
5.20	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	N/A
5.21	Temporary Traffic Control Detail Sheets		Sheet	11	10	110	(2) General TCP notes (2) TCP Phasing notes w/ typicals (2) Advance TTCP signs (1) Detour sheet for Eloise Loop Rd and Rifle Range Rd, (1) Detour Riffle Range North side (1) Detour Riffle Range Rd South side (1) Detour at Pollard Rd (1) Detour at Innovation way. **Total sheets = 11 sheets**
5.22	Utility Adjustment Sheets		Sheet	30	9	270	30 sheets (Same as roadway plan sheets)
5.23	Selective Clearing and Grubbing Sheets						
5.23.1	Selective Clearing and Grubbing		Sheet	0	0	0	NA
5.23.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	NA
5.24	Tree Disposition Sheets						
5.24.1	Tree Disposition Plan Sheets		Sheet	0	0	0	NA
5.24.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	NA
5.25	Project Control Sheets	200	Sheet	6	1	6	Sheet provided by Geotechnical discipline.
5.26	Environmental Detail Sheets		Sheet	0	0	0	
5.27	Utility Verification Sheets (SUE Data)		Sheet	3	10	30	
					Roadway Plans Technical Subtotal	**2134**	
5.28	Quality Assurance/Quality Control		LS	%	5%	107	
5.29	Supervision		LS	%	5%	107	
					5. Roadway Plans Total	**2348**	

Estimator:

6a. Drainage Analysis Staff Hours

Thmopson Nursery Extension - Segment 2 Design
TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
6a.1	Base Clearance Analysis	Locations	1	Standard	8	0	0	8	
		Report	0		0	0	0	0	
6a.2	Hydroplaning Analysis	LS	0		0	0	0	0	
6a.3	Existing Permit Analysis	LS	1	Complex	20	0	0	20	Exist. permit search through area
6a.4	Utility Conflict Matrix (for drainage structures)	LS	1	Complex	16	0	0	16	Updating Utility Conflict Matrix
6a.5	Noise Barrier Drainage Analysis	Wall Length (Miles)	0.00		0	0	0	0	
6a.6	Temporary Drainage Analysis	LS	1	Complex	40	0	0	40	For areas of drainage concern for MOT design
6a.7	Pond Siting Analysis and Report	Basins	0		0	0	0	0	
		Report	0		0	0	0	0	
6a.8	Analysis of Pipe Video Inspection Report	LS	0		0	0	0	0	
6a.9	Bridge Hydraulic Report (Canal Crossing or Ped Bridge)	Canal Xing or Ped Bridge	1	Standard	80	0	0	80	Bridge crossing through Wahneta Farms Drainage Canal
	Bridge Hydraulic Report (Main Bridge, Non-Tidal)	w/o Relief Bridges	1	Standard	200	0	0	200	Bridge crossing through Wahneta Farms Drainage Canal
		With Relief Bridges	0		0	0	0	0	
		No-Rise	0		0	0	0	0	
	Bridge Hydraulic Report (Main Bridge, Tidal)	w/o Relief Bridges	0		0	0	0	0	
		With Relief Bridges	0		0	0	0	0	
		No-Rise	0		0	0	0	0	
	Wave Modeling	Wave Modeling	0		0	0	0	0	
6a.10	Design of Minor Cross Drains	Cross Drains	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
	Design of Major Cross Drains	Cross Drains	0	Simple	0	0	0	0	
			3	Standard	72	0	0	72	3 standard cross drain
			0	Complex	0	0	0	0	
6a.11	Design of Ditches and Side Drains	Ditches (Miles)	0.00	Simple	0	0	0	0	
			6.40	Standard	128	0	0	128	Assumed 6.4 miles (2x length of project)
			0.00	Complex	0	0	0	0	
		Side Drains	20		40	0	0	40	Based on driveway crossings and possible maintenance access points to ponds
6a.12	Design of Stormwater Management Facility	Ponds	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
			6	Complex	600	0	0	600	Pond 4, 4a, 5, 6, 7, 8
		Cells	0		0	0	0	0	

6a.13	Design of Floodplain Compensation	Basins	4	Complex	272	0	0	272	From PSR, number of anticipated basins with FPC
6a.14	Design of Storm Drains	Drainage Structures	196	Standard	686	0	0	686	project length 3.2 miles roughly 17000 ft.
		Non-Standard Structures	6		18	0	0	18	6 pond control structures
6a.15	Optional Culvert Material	Drainage Pipes	196	Standard	42	0	0	42	
6a.16	Design of Trench Drains	Each	0		0	0	0	0	
6a.17	Design of French Drain Systems	Cell	0		0	0	0	0	
	Evaluation of Existing French Drain Systems	Cell	0		0	0	0	0	
6a.18	Design of Drainage Wells	Wells	0		0	0	0	0	
6a.19	Stormwater Runoff Control Concept	Length (Miles)	3.20	Complex	20	0	0	20	
6a.20	Other Drainage Tasks	LS			0	0	0	0	
6a.21	Drainage Design Documentation Report	Report	1	Complex	80	0	0	80	
		Exhibits	10		80	0	0	80	Assumed Exhibits: Floodplain compensation + XSs, Wetland Exhibits, Soils, Pond + R/W exibits
6a.22	Drainage Quantities for EQ Report	LS	0	Standard	0	0	0	0	
6a.23	Cost Estimate	Engineer Estimate	3	Standard	15	0	0	15	
		LRE Updates	0		0	0	0	0	
6a.24	Technical or Modified Special Provisions	TSPs & MSPs	0		0	0	0	0	
				Drainage Analysis Technical Subtotal	**2417**	**0**	**0**	**2417**	
6a.25	Quality Assurance/Quality Control	LS	1	5%	121	0	0	121	
6a.26	Supervision	LS	1	5%	121	0	0	121	
6a.27	Drainage Meetings (listed below)	Meetings	30		60	0	0	60	
		Travel Time			8	0	0	8	
6a.28	Field Reviews (listed below)	LS			54	0	0	54	
				Drainage Analysis Non-Technical Subtotal	**364**	**0**	**0**	**364**	
6a.29	Coordination	%	1	3%	84	0	0	84	
				Drainage Analysis Total	**2865**	**0**	**0**	**2865**	

Carries to Summary Tab

Technical Meetings	# Meetings Designer	Travel Time (Hours)	# Meetings PM	Documentation
Base Clearance Water Elevation	0	0	0	
Pond Siting	1	0	1	
Agency	4	3	4	
Local Governments (cities, counties)	1	3	1	
FDOT Drainage	0	0	0	
Utility Coordination	1	0	1	
Other Meetings	2	0	2	
Subtotal Technical Meetings	**9**	**6**	**9**	
Progress Meetings (if required by FDOT)	19	2		
Phase Review Meetings	2	0		
Total Drainage Meetings	**30**	**8**		

Field Reviews	# of Staff	Site Time (per staff)	Travel Time (per staff)	Total Hours
Field Review #1	2	6	3	18
Field Review #2	2	6	3	18
Field Review #3	2	6	3	18
Field Review #4	0	0	0	0
Plans-in-hand Field Review	0	0	0	0
			Total Field Review Hours	**54**

Representing	Print Name	Signature / Date
Kimley-Horn	Victor Gallo	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	8	24	192	assumes 200 scale at 2800 lf per sheet; 7 post developed map + 1 Exist. Structures Sheet
6b.2	Summary of Drainage Structures		Sheet	7	20	140	202 structure/ 30 structures / sheet = 7 sheets
6b.3	Drainage Structures		EA	202	2.5	505	Project length 17,000 ft / 200ft per inlet * 2 inlets per C&G side = 170. 6 ponds 1 outfall structure and 1 control structure per pond. 5 FPCs 1 outfall structure per FPC. 5 side streets 3 inlets per side street (1 junction 1 for each side of curb). 170+12+5+15 = 202
6b.4	Lateral Ditch Plan/Profile		Sheet	0	0	0	N/A covered in plan view of sheets
6b.5	Lateral Ditch Cross Sections		EA	8	12	96	Detail Sheets for Pond typical sections
6b.6	Retention/Detention Ponds Detail Sheets		Sheet	11	24	264	Pond 4, 4a, 5, 6, 7, 8 + FPC 4, 5, 6a, 6b, 7
6b.7	Retention Pond Cross Sections		EA	96	0.25	24	Pond cross sections (16 per pond)
6b.8	Erosion Control Plan Sheets		Sheet	28	4	112	Erosion Control Plan Sheets, same as roadway plan sheets
6b.9	SWPPP Sheets		Sheet	3	4	12	SWPPP information
Drainage Plans Technical Subtotal						**1345**	
6b.10	Quality Assurance/Quality Control		LS	%	7%	94	
6b.11	Supervision		LS	%	5%	67	
6. Drainage Plans Total						**1506**	

Project Activity 7: Utilities

Estimator: Jerry Comellas, Jr., PE

Thompson Nursery Road Extension from Eloise Loop Rd. (Sta. 125+00) to W. of Rialto Rd. (Sta. 292+65) (Segment #2)
0

Representing	Print Name	Signature / Date
Polk County		
ECHO UES, Inc.	**Jerry Comellas, Jr. PE**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	1	1	Meeting is listed below
7.2	Identify Existing Utility Agency Owner(s)	LS	1	8	8	1 hours X 8 UAO's = 8 hours
7.3	Make Utility Contacts	LS	3	8	24	1 hr X 8 UAO's X 3 contacts (Phase I, Phase II and Phase 3) = 24 Hours
7.4	Exception Processing	LS	1	0	0	N/A
7.5	Preliminary Utility Meeting	LS	1	8	8	2 hour prep + 2 hour travel + 2 hour meeting + 2 hour meeting Minutes = 8 hours (Meeting is listed below)
7.6	Individual/Field Meetings	LS	1	16	16	2 hour prep + 2 hour travel + 2 hour meeting + 2 hour meeting Minutes = 8 hours X 2 meetings= 16 (Meetings are listed below)
7.7	Collect and Review Plans and Data from UAO(s)	LS	3	16	48	2 hours x 8 UAO's x 3 contacts = 48 hours
7.8	Subordination of Easements Coordination	LS	1	0	0	N/A
7.9	Utility Design Meeting	LS	1	8	8	2 hour prep + 2 hour travel + 2 hour meeting + 2 hour meeting minutes= 8 hours (Meeting is listed below)
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	24	24	3 hours X 8 UAO's = 24 hours
7.11	Utility Coordination/Followup	LS	1	40	40	5 hours X 8 UAO's = 40 hours
7.12	Utility Constructability Review	LS	1	16	16	2 hours X 8 UAO's = 16 hours

Project Activity 7: Utilities

7.13	Additional Utility Services	LS	1	0	0	N/A
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	To be negotiated at a later date if needed
7.15	Contract Plans to UAO(s)	LS	1	0	0	N/A
7.16	Certification/Close-Out	LS	1	0	0	1 hour X 8 UAO's = 8 Hours
7.17	Other Utilities	LS	1	0	0	N/A
				7. Utilities Total	**193**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	1	1	1			0
Preliminary Meeting (see 7.5)	EA	1	8	8			0
Individual UAO Meetings (see 7.6)	EA	1	8	8			0
Field Meetings (see 7.6)	EA	1	8	8			0
Design Meeting (see 7.9)	EA	1	8	8			0
Other Meetings *(this is automatically added into Utilities Total (cell F27))*	EA	0	0	0			0
Total Meetings				**33**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Carries to Tab 3

Project Activity 8: Environmental Permits

Estimator:

Thmopson Nursery Extension - Segment 2 Design

TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates	**Jeff Hemphill**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits and Environmental Clearances					
8.1	Preliminary Project Research	LS	1	12	12	Review permits, summarize other segments, etc.
	Permits					
8.2	**Field Work**					
8.2.1	Pond Site Alternatives	per pond site	12	4	48	Assumes 6 pond sites and 6 FPCs
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	80	80	WL & SHW
8.2.3	Species Surveys	LS	1	732	732	General wildlife survey, FBB survey + report (250 hrs), FSJ survey + report (106 hrs), sand skink survey + report (316 hrs), GT survey (60 hrs)
8.3	Agency Verification of Wetland Data	LS	1	16	16	SWFWMD/USACE
8.4	**Complete And Submit All Required Permit Applications**					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	80	80	SWFWMD/USACE
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	12	12	
8.6	**Complete and Submit Documentation for Coordination and/or USCG Bridge Permit Application**					
8.6.1	Prepare and submit required documents for USCG coordination	LS	1	0	0	
8.6.2	Complete and submit USCG Bridge Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	2	2	Assumes mitigation bank credit purchase
8.11	Mitigation Coordination and Meetings	LS	1	2	2	
8.12	Regulatory Agency Support	LS	1	0	0	
8.13	Other Environmental Permits	LS	1	0	0	
	Environmental Clearances, Reevaluations, and Technical Support					
8.14	**Technical support to the Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Resources	LS	1	0	0	
8.14.3	Section 4(f), 6(f), and ARC	LS	1	0	0	
8.14.4	Wetland Impact Analysis	LS	1	0	0	
8.14.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.14.6	Protected Species and Habitat Impact Analysis	LS	1	0	0	
8.15	**Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)**					
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.15.2	Archaeological and Historical Resources	LS	1	0	0	
8.15.3	Section 4(f), 6(f), and ARC	LS	1	0	0	
8.15.4	Wetland Impact Analysis	LS	1	0	0	
8.15.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.15.6	Protected Species and Habitat Impact Analysis	LS	1	0	0	
	Contamination Analysis					
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					**984**	
8.18	Technical Meetings	LS	1	34	34	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	7%	69	
8.20	Supervision	LS	%	5%	49	
Environmental Permits and Environmental Clearances Nontechnical Subtotal					**152**	
8.21	Coordination	LS	%	3%	34	
8. Environmental Permits and Environmental Clearances Total					**1170**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	1	2	2	1 preapp for SWFWMD		1
NMFS	EA	0	0	0			0
USACE	EA	1	2	2	1 preapp for USACE		1
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
Polk County	EA	0	0	0			0
Other Meetings	EA	1	2	2	County progress meetings		1
Subtotal Technical Meetings				**6**		**Subtotal Project Manager Meetings**	3
Progress Meetings (if required by Polk County)	EA	14	2	28	*nce at Progress Meetings is manually entered on General Task 3*		- -
Phase Review Meetings	EA	0	0	0	*Phase Review Meetings is manually entered on General Task 3*		- -
Total Meetings				**34**		**Total Project Manager Meetings (carries to Tab 3)**	**3**

Carries to 8.18

Carries to Tab 3

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator:

Thmopson Nursery Extension - Segment 2 Design
TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
9.1	Key Sheet and Index of Drawings	Sheet	1	8	1	8	two bridges and a culvert bridge
9.2	Project Layout	Sheet	1	10	1	10	multiple bridges over 3 mile roadway
9.3	General Notes and Bid Item Notes	Sheet	2	20	2	40	concrete and steel general notes
9.4	Miscellaneous Common Details	Sheet	1	16	1	16	aesthetic details, SIP forms
9.5	Incorporate Report of Core Borings	Sheet	8	0.5	8	4	
9.6	Standard Plans- Bridges	LS	1	2		2	
9.7	Existing Bridge Plans	LS	1	0		0	
9.8	Structures Quantites for EQ Report	Bridges	2	Calculated Hours		34	
		Walls	2				
		Box Culverts	1	34			
9.9	Cost Estimate	LS	1	0		0	
9.10'	Technical Special Provisions and Modified Special Provisions	LS	1	0		0	
Structures - Summary and Miscellaneous Tasks and Drawings					13	114	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	2749	334	0	0	890	1525	0	0		
10-16	Bridge 2	0									
10-16	Bridge 3	0									
10-16	Bridge 4	0									

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

10-16	Bridge 5	0									
10-16	Bridge 6	0									
10-16	Bridge 7	0									
10-16	Bridge 8	0									
10-16	Bridge 9	0									
10-16	Bridge 10	0									
17	Retaining Walls	284								284	
18	Miscellaneous Structures	302									302
Structures Technical Subtotal		3335	334	0	0	890	1525	0	0	284	302

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.11	Field Reviews	LS	1	24	24	2 field reviews 2 people at 6 hours each = 2*2*6=24
9.12	Technical Meetings	LS	1	50	50	Meetings are listed below
9.13	Quality Assurance/Quality Control	LS	%	7%	241	
9.14	Independent Peer Review	LS	1	0	0	n/a
9.15	Supervision	LS	%	5%	172	
Structures Nontechnical Subtotal					487	
9.16	Coordination	LS	1	156	156	roadway (40hrs) + utility (8) + Railroad (64) + permit (8) + geotech (16) + bridge hydraulics (20) = 156
9. Structures - Summary and Miscellaneous Tasks and Drawings					757	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
BDR Coordination/Review	EA	1	6	6			1
90/100% Comment Review	EA	2	6	12			0
Aesthetics Coordination	EA	0	0	0			0
Regulatory Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	0	0	0			0
Utility Companies	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				**18**			1
Progress Meetings (if required by Polk County)	EA	16	2	32	*PM attendance at Progress Meetings is manually entered on General Task 3*		- -
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*		- -
Total Meetings				**50**	**Total Project Manager Meetings (carries to Tab 3)**		**1**

Project Activity 10: BDR

Estimator: Thmopson Nursery Extension - Segment 2 Design

Bridge Identifier (Number or Name): TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirement						
10.1	Bridge Geometry	LS	1	20		20	skewed, possibly curved
10.2	Ship Impact Data Collection	LS	1	0		0	
10.3	Ship Impact Criteria	EA	0	0		0	
	Superstructure Alternatives						
10.4	Short Span Concrete Bridge	EA ALT	2	16		32	Flat Slab,FSBs
10.5	Medium Span Concrete Bridge	EA ALT	1	25		25	Prestressed Beams
10.6	Long Span Concrete Bridge	EA ALT	0	0		0	
10.7	Structural Steel Bridge	EA ALT	0	0		0	
	Foundation & Substructure Alternatives						
10.8	Pier/Bent	EA Type	2	20		40	single span and multi span option
10.9	Shallow Foundations / GRS Abutments	EA Type	0	0		0	
10.10	Deep Foundations	EA Foundation Evaluated	2	6		12	Steel H-Piles, prestressed concrete piles
	Movable Span						
10.11	Data Collection and Design Criteria	LS	1	0		0	
10.12	Movable Span Geometrics and Clearances	LS	1	0		0	
10.13	Deck System Evaluation	LS	1	0		0	
10.14	Framing Plan Development	LS	1	0		0	
10.15	Main Girder Preliminary Design	LS	1	0		0	
10.16	Conceptual Span Balance/Counterweight	LS	1	0		0	

Project Activity 10: BDR

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
10.17	Support System Development	LS	1	0		0	
10.18	Drive Power Calculations	LS	1	0		0	
10.19	Drive System Development	LS	1	0		0	
10.20	Power and Control Development	LS	1	0		0	
10.21	Conceptual Pier Design	LS	1	0		0	
10.22	Foundation Analysis (FL PIER)	LS	1	0		0	
10.23	Tender Visibility Study	LS	1	0		0	
	Other BDR Issues						
10.24	Aesthetics	LS	1	0		0	
10.25	TTCP/Staged Construction Requirements	LS	1	0		0	
10.26	Constructibility Requirements	LS	1	5		5	
10.27	Load Rating for damaged/widened structures	EA Unit	1	0		0	
10.28	Quantity and Cost Estimates	EA ALT	3	20		60	12 Hours to create, 8 Hours for QC, 5 hours for implementation
10.29	Quantity and Cost Estimates - Movable Span	LS	1	0		0	
10.30	Wall Type Justification	LS	1	0		0	MSE walls to be used
	Report Preparation						
10.31	Exhibits	EA SHEET	6	18		108	Separate Plan and Elevation, Typical Section sheets for 3 bridges
10.32	Exhibits - Movable Span	EA SHEET	0	0		0	
10.33	Report Preparation	LS	1	24		24	
10.34	Report Preparation - Movable Span	LS	1	0		0	
10.35	BDR Submittal Package	LS	1	8		8	
	10. Structures - Bridge Development Report Total					**334**	
	When ONLY 30% plans are final deliverable, use Task Nos. as shown for applicable bridge types for project Activities 12 thru 16. Staffhours to be negotiated and scaled appropriately.						

Project Activity 13: Structures- Medium Span Concrete

Estimator: Thmopson Nursery Extension - Segment 2 Design

Bridge Identifier (Number or Name): TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Layout Design and Plans						
13.1	Overall Bridge Final Geometry	LS	1	45		45	Skewed bents and on a curve - dual bridges
13.2	Expansion/Contraction Analysis	EA Unit	1	4		4	
13.3	General Plan and Elevation	Sheet	2	35	2	70	
13.4	Construction Staging	Sheet	0	0	0	0	
13.5	Approach Slab Plan and Details	Sheet	2	20	2	40	Curved approach slab detailing
13.6	Miscellaneous Details	Sheet	1	15	1	15	For lighting details on bridge
	End Bent Design and Plans						
13.7	End Bent Geometry	EA End Bent	4	16		64	Two end bents, skewed end condition- dual bridges
13.8	Wingwall Design and Geometry	EA End Bent	4	10		40	Two end bents, curved wingwalls - dual bridges
13.9	End Bent Structural Design	EA Design	4	20		80	Beam over pile with beam skew - dual bridges
13.10	End Bent Plan and Elevation	Sheet	4	25	4	100	dual bridges Skewed bents
13.11	End Bent Details	Sheet	4	18	4	72	Skewed end bents with curved wingwalls, assuming one sheet for cross sections and one sheet for wingwalls for each bent
	Intermediate Bent Design and Plans						
13.12	Bent Geometry	EA Bent	0	0		0	Skewed geometry
13.13	Bent Stability Analysis	EA Design	0	0		0	Assuming moderate scour
13.14	Bent Structural Design	EA Design	0	0		0	Beam over pile
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	
13.16	Bent Details	Sheet	0	0	0	0	
	Pier Design and Plans						
13.17	Pier Geometry	EA Pier	0	0		0	
13.18	Pier Stability Analysis	EA Design	0	0		0	

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.19	Pier Structural Design	EA Design	0	0		0	
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	
13.21	Pier Details	Sheet	0	0	0	0	
	Miscellaneous Substructure Design and Plans						
13.22	Foundation Layout	Sheet	1	16	1	16	
	Superstructure Deck Design and Plans						
13.23	Finish Grade Elevation (FGE) Calculation	LS	1	30		30	curved deck and skewed beams - dual bridges
13.24	Finish Grade Elevations	Sheet	2	18	2	36	dual bridges
13.25	Bridge Deck Design	EA Section	1	18		18	
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	2	12		24	skew - dual bridges
13.27	Diaphragm Design	EA Section	0	0		0	
13.28	Superstructure Plan	Sheet	2	25	2	50	dual bridges
13.29	Superstructure Section	Sheet	2	16	2	32	
13.30	Miscellaneous Superstructure Details	Sheet	1	25	1	25	
	Reinforcing Bar Lists						
13.31	Preparation of Reinforcing Bar List	Sheet	2	8	2	16	
	Continuous Concrete Girder Design						
13.32	Section Properties	LS	1	0		0	
13.33	Material Properties	LS	1	0		0	
13.34	Construction Sequence	EA Unit	0	0		0	
13.35	Tendon Layouts	EA Unit	0	0		0	
13.36	Live Load Analysis	EA Unit	0	0		0	
13.37	Temperature Gradient	EA Unit	0	0		0	
13.38	Time Dependent Analysis	EA Unit	0	0		0	
13.39	Stress Summary	EA Unit	0	0		0	
13.40	Ultimate Moments	EA Unit	0	0		0	
13.41	Ultimate Shear	EA Unit	0	0		0	
13.42	Construction Loading	EA Unit	0	0		0	

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.43	Framing Plan	Sheet	0	0	0	0	
13.44	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	0	0	0	0	
13.45	Girder Details	Sheet	0	0	0	0	
13.46	Erection Sequence	Sheet	0	0	0	0	
13.47	Splice Details	Sheet	0	0	0	0	
13.48	Girder Deflections and Camber	Sheet	0	0	0	0	
	Simple Span Concrete Design						
13.49	Prestressed Beam	EA Design	6	8		48	dual bridges- interior and both exteriors
13.50	Prestressed Beam Schedules	Sheet	1	25	1	25	
13.51	Framing Plan	Sheet	2	0	2	0	
	Beam Stability						
13.52	Beam/girder stability	EA Unit	2	8		16	dual bridges
	Bearing						
13.53	Bearing pad and bearing plate design	Type/ Span	0	0		0	
13.54	Bearing pad and bearing plate details	Sheet	0	0	0	0	
	Load Rating						
13.55	Load Ratings	Per Beam	2	12		24	
	13. Structures - Medium Span Concrete Bridge Total				**26**	**890**	

Project Activity 14: Structures -Structural Steel

Estimator:

Thmopson Nursery Extension - Segment 2 Design

Bridge Identifier (Number or Name):

TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Layout Design and Plans						
14.1	Overall Bridge Final Geometry	LS	1	30		30	Straight bridge; single span, dual bridges
14.2	Expansion/Contraction Analysis	EA Unit	2	8		16	
14.3	General Plan and Elevation	Sheet	2	30	2	60	
14.4	Construction Staging	Sheet	2	20	2	40	
14.5	Approach Slab Plan and Details	Sheet	1	12	1	12	
14.6	Miscellaneous Details	Sheet	0	0	0	0	
	End Bent Design and Plans						
14.7	End Bent Geometry	EA Bent	4	10		40	
14.8	Wingwall Design and Geometry	EA Bent	0	0		0	
14.9	End Bent Structural Design	EA Design	1	40		40	
14.10	End Bent Plan and Elevation	Sheet	4	18	4	72	

Project Activity 14: Structures -Structural Steel

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
14.11	End Bent Details	Sheet	3	16	3	48	
	Intermediate Bent Design and Plans						
14.12	Bent Geometry	EA bent	0	0		0	
14.13	Bent Stability Analysis	EA design	0	0		0	
14.14	Bent Structural Design	EA design	0	0		0	
14.15	Bent Plan and Elevation	Sheet	0	0	0	0	
14.16	Bent Details	Sheet	0	0	0	0	
	Pier Design and Plans						
14.17	Pier Geometry	EA pier	0	0		0	
14.18	Pier Stability Analysis	EA design	0	0		0	
14.19	Pier Structural Design	EA design	0	0		0	
14.20	Pier Plan and Elevation	Sheet	0	0	0	0	
14.21	Pier Details	Sheet	0	0	0	0	
	Miscellaneous Substructure Design and Plans						
14.22	Foundation Layout	Sheet	1	18	1	18	
	Superstructure Deck Design and Plans						
14.23	Finish Grade Elevation (FGE) Calculation	LS	1	30		30	dual bridges
14.24	Finish Grade Elevations	Sheet	2	15	2	30	dual bridges
14.25	Bridge Deck Design	EA section	1	20		20	

Project Activity 14: Structures -Structural Steel

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
14.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	2	12		24	dual bridges

Project Activity 14: Structures -Structural Steel

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
14.27	Superstructure Plan	Sheet	2	22	2	44	dual bridges
14.28	Superstructure Section	Sheet	1	14	1	14	
14.29	Miscellaneous Bridge Deck Details	Sheet	2	25	2	50	
	Reinforcing Bar Lists						
14.30	Preparation of Reinforcing Bar List	Sheet	2	10	2	20	
	Structural Steel Plate Girder Design						
14.31	Unit Modeling	EA Unit	2	35		70	
14.32	Section Design	EA Unit	2	35		70	
14.33	Stiffener Design and Locations	EA Unit	2	12		24	
14.34	Cross-Frame Design	EA Unit	2	8		16	
14.35	Connections	EA Unit	2	24		48	
14.36	Bearing Assembly Design and Detailing (with Jacking Analysis)	EA Unit	2	16		32	
14.37	Splice Design	EA Unit	2	20		40	
14.38	Shear Stud Connectors	EA Unit	2	10		20	
14.39	Deflection Analysis	EA Unit	2	20		40	
14.40	Framing Plan	Sheet	2	24	2	48	
14.41	Girder Elevation	Sheet	2	24	2	48	
14.42	Structural Steel Details	Sheet	4	25	4	100	

Project Activity 14: Structures -Structural Steel

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
14.43	Splice Details	Sheet	1	16	1	16	
14.44	Girder Deflections and Camber	Sheet	1	12	1	12	
	Structural Steel Box Girder Design						
14.45	Unit Modeling	EA Unit	0	0		0	
14.46	Section Design	EA Unit	0	0		0	
14.47	Stiffener Design and Locations	EA Unit	0	0		0	
14.48	Interior Cross-Frame Design	EA Unit	0	0		0	
14.49	Exterior Cross-Frame Design	EA Unit	0	0		0	
14.50	Connections	EA Unit	0	0		0	
14.51	Bearing Assembly Design and Detailing (with Jacking Analysis)	EA Unit	0	0		0	
14.52	Splice Design	EA Unit	0	0		0	
14.53	Shear Stud Connectors	EA Unit	0	0		0	
14.54	Deflection Analysis	EA Unit	0	0		0	
14.55	Framing Plan	Sheet	0	0	0	0	
14.56	Girder Elevation	Sheet	0	0	0	0	
14.57	Structural Steel Details	Sheet	0	0	0	0	
14.58	Splice Details	Sheet	0	0	0	0	
14.59	Girder Deflections and Camber	Sheet	0	0	0	0	

Project Activity 14: Structures -Structural Steel

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Erection Scheme						
14.60	Erection scheme analysis	EA Critical Stage	2	24		48	
14.61	Erection scheme	Sheet	15	15	15	225	
	Load Rating						
14.62	Load Rating	EA Unit	2	30		60	
	14. Structures - Structural Steel Bridge Total				**47**	**1525**	

Project Activity 17: Retaining Walls

Estimator:

Thmopson Nursery Extension - Segment 2 Design
TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirements						
17.1	Key Sheet	Sheet	1	20	1	20	
17.2	Horizontal Wall Geometry	Per Wall	2	10		20	turn back walls that follow the roadway for a significant length - curved
	Permanent Proprietary Walls						
17.3	Vertical Wall Geometry	Per Wall	2	16		32	turn back walls that follow the roadway for a significant length - curved
17.4	Semi-Standard Drawings	Sheet	2	6	2	12	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	7	20	7	140	2 walls - length ~3500 LF (23.5ft clearance +12ft superstructure = 35ft above ground with a slope of 4% (assumed) = 875 ft per side *4 sides = 3500)
17.6	Details	Sheet	3	20	3	60	
	Temporary Proprietary Walls						
17.7	Vertical Wall Geometry	Per Wall	0	0		0	
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.10	Details	Sheet	0	0	0	0	
	Cast-in-Place Retaining Walls						
17.11	Design	EA Design	0	0		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.15	Sections and Details	Sheet	0	0	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	

Project Activity 17: Retaining Walls

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Other Retaining Walls and Bulkheads						
17.17	Design	EA Design	0	0		0	
17.18	Vertical Wall Geometry	EA Wall	0	0		0	
17.19	General Notes, Tables and Misc. Details	Sheet	0	0	0	0	
17.20	Wall Plan and Elevations	Sheet	0	0	0	0	
17.21	Details	Sheet	0	0	0	0	
17. Structures - Retaining Walls Total					**13**	**284**	

Project Activity 18: Miscellaneous Structures

Estimator:

Thmopson Nursery Extension - Segment 2 Design
TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Concrete Box Culvert						
18.1	Concrete Box Culverts	EA	1	90		90	With load rating and assuming non-standard headwall design
18.2	Concrete Box Culverts Extensions	EA Extension	0	0		0	
18.3	Concrete Box Culvert Data Table Plan Sheets	Sheet	1	8	1	8	
18.4	Concrete Box Culvert Special Details Plan Sheets	Sheet	0	0	0	0	
	Strain Poles						
18.5	Steel Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.6	Concrete Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.7	Strain Pole Data Table Plan Sheets	Sheet	0	0	0	0	
18.8	Strain Pole Special Details Plan Sheets	Sheet	0	0	0	0	
	Mast Arms						
18.9	Mast Arms	EA Design	10	18		180	
18.10	Mast Arms Data Table Plan Sheets	Sheet	1	8	1	8	
18.11	Mast Arm Special Details Plan Sheets	Sheet	1	16	1	16	Assuming 1-2 non-standard mast arms
	Overhead/Cantilever Sign Structures						
18.12	Cantilever Sign Structures	EA Design	0	0		0	
18.13	Overhead Span Sign Structures	EA Design	0	0		0	
18.14	Special (Long Span) Overhead Span Sign Structures	EA Design	0	0		0	
18.15	Monotube Overhead Sign Structure	EA Design	0	0		0	
18.16	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0		0	
18.17	Overhead and Cantilever Sign Structures Data Table Plan Sheets	Sheet	0	0	0	0	
18.18	Overhead and Cantilever Sign Structures Special Details Plan Sheets	Sheet	0	0	0	0	
	High Mast Lighting						
18.19	Non-Standard High Mast Lighting Structures	EA Design	0	0		0	
18.20	High Mast Lighting Special Details Plan Sheets	Sheet	0	0	0	0	
	Noise Barrier Walls (Ground Mount)						
18.21	Horizontal Wall Geometry	EA Wall	0	0		0	
18.22	Vertical Wall Geometry	EA Wall	0	0		0	
18.23	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	
18.24	Control Drawings	Sheet	0	0	0	0	
18.25	Design of Noise Barrier Walls Covered by Standards	EA Design	0	0		0	
18.26	Design of Noise Barrier Walls Not Covered by Standards	EA Design	0	0		0	
18.27	Aesthetic Details	LS	1	0		0	
	Special Structures						

Project Activity 18: Miscellaneous Structures

18.28	Fender System	LS	1	0		0	
18.29	Fender System Access	LS	1	0		0	
18.30	Special Structures	LS	1	0		0	
18.31	Other Structures	LS	1	0		0	
	Ancillary Structures Report						
18.32	Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles	EA structure	0	0	0	0	
18.33	Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles (No As built or Design Plans Available)	EA structure	0	0	0	0	
18.34	Analytical Evaluation of Signal and Sign Structures, and High Mast Light Poles	EA structure	0	0	0	0	
18.35	Ancillary Structures Report	LS	1	0		0	
	18. Structures - Miscellaneous Total				**3**	**302**	

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

Thmopson Nursery Extension - Segment 2 Design
TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	N/A
19.2	No Passing Zone Study	LS	1	0	0	N/A
19.3	Signing and Pavement Marking Master Design File	LS	1	416.2	416	[45 hours (setup) + 90 hours/mile x 3.68 miles] + 8hrs x 5 signalized intersections (Eloise Loop, Eagle Lake Loop Rd, Rifle Range Rd, Logistics Pkwy) = 416 hours
19.4	Multi-Post Sign Support Calculations	EA	10	3	30	3 hours x 10 signs (next signal -NB & SB approach Eloise Loop, NB, SB, EB & WB approach Eagle Lake Loop Rd, NB & SB approach Rifle Range Rd, EB & WB approach Logistics Parkway) = 30 hours
19.5	Sign Panel Design Analysis	EA	5	3	15	3 hours x 5 signs = 15 hours (TNR, Eagle Lake Loop, Eloise Loop, Rifle Range, Logistics Parkway)
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	N/A
19.7	S&PM Quantities for EQ Report	Length (Miles)	3.68	Calculated Hours	31	3.68 miles = 19,430 feet 20 hours (first 5,280 feet) + 4 hour (each additional 5,280 feet) = 31 hours
		Complexity	Mid Range			
		Interchanges Rest Areas	0	31		
19.8	Cost Estimate	LS	1	20	20	5 hours x 4 EEs (60%, 90%, 100%, Final) = 20 hours
19.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	N/A
19.10	Other Signing and Pavement Marking	LS	1	40	40	Multipost documentation (8 x 5 hours = 40 hours). To be submitted at 60% submittal. Assume no conceptual signing plan included
Signing and Pavement Marking Analysis Technical Subtotal					**552**	
19.11	Field Reviews	LS	1	14	14	2 people per trip x (3 hours travel + 4 hour site visit) x 1 trip = 14 hours
19.12	Technical Meetings	LS	1	12	12	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	7%	39	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	28	
Signing and Pavement Marking Analysis Nontechnical Subtotal					**93**	
19.16	Coordination	LS	%	3%	19	
19. Signing and Pavement Marking Analysis Total					**664**	

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments		
Technical Meetings		**Units**	**No of Units**	**Hours/ Unit**	**Total Hours**	**Comments**	**PM Attendance at Meeting Required?**	**Number**
Sign Panel Design		EA	0	0	0	N/A		0
Queue Length Analysis		EA	0	0	0	N/A		0
Local Governments (cities, counties)		EA	2	6	12	Polk County Traffic (2 hrs meeting + 1 hrs prep/summary + 3 hours travel roundtrip)		2
Other Meetings		EA	0	0	0	N/A		0
Subtotal Technical Meetings					**12**		**Subtotal Project Manager Meetings**	2
Progress Meetings (if required by Polk County)		EA	18	1	18	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings		EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		- -
Total Meetings					**30**		**Total Project Manager Meetings (carries to Tab 3)**	**2**

Carries to 19.12

Carries to Tab 3

Estimator:

20. Signing and Pavement Marking Plans Staff Hours

Thmopson Nursery Extension - Segment 2 Design
TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
20.1	Key Sheet		1		4	0	0	4	Key Map included
	Signature Sheet		0		0	0	0	0	N/A. EOR signature included on Key Sheet
20.2	General Notes/Pay Item Notes		1	Standard	9	0	0	9	Polk County Notes
20.3	Project Layout		0		0	0	0	0	N/A
20.4	Plan Sheet	Sheet(s)	28	Mid	112	0	0	112	28 plan sheets 1" = 50' scale (25 Thompson Nursery + 1 sheet Rifle Range Connection, 1 sheet Pollard Rd Connection, & 1 sheet Logistics Pkwy) 700 ft/sheet
		Sig Intersection Mid-Block Xing	1		2	0	0	2	RRFB Crossing at Pollard Road
		Interchange Roundabout	0		0	0	0	0	
		Rest Area Toll Facility	0		0	0	0	0	N/A
20.5	Special Details	Details	0	Simple	0	0	0	0	
			1	Standard	4	0	0	4	RRFB Crossing at Pollard Road
			0	Complex	0	0	0	0	
20.6	Service Point Details	Service Point	0	Simple	0	0	0	0	N/A
			0	Standard	0	0	0	0	N/A
20.7	Guide Sign Data	Sign Panel	5		10	0	0	10	5 signs (TNR, Eagle Lake Loop, Eloise Loop, Rifle Range, Logistics Parkway)
20.8	Cross Sections (Sign Installations)	Multi-post signs	10		30	0	0	30	10 signs (next signal -NB & SB approach Eloise Loop, NB, SB, EB & WB approach Eagle Lake Loop Rd, NB & SB approach Rifle Range Rd, EB & WB approach Logistics Parkway)
		Overhead Sign Structures	0	Standard	0	0	0	0	
			0	Complex	0	0	0	0	
	S&PM Plans Technical Hours Subtotal				**171**	**0**	**0**	**171**	
20.9	Quality Assurance/Quality Control	%	1	5%	9	0	0	9	
20.10	Supervision	%	1	5%	9	0	0	9	
	S&PM Plans Total				**189**	**0**	**0**	**189**	

Carries to Summary Tab

Project Activity 21: Signalization Analysis

Estimator:

Thmopson Nursery Extension - Segment 2 Design

TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	1	0	0	N/A
21.2	Traffic Data Analysis	PI	0	0	0	N/A
21.3	Signal Warrant Study	LS	1	0	0	N/A
21.4	System Timings	LS	1	0	0	N/A
21.5	Reference and Master Signalization Design File	PI	4	38	152	4 Intersections (Eloise Loop*, Eagle Lake Loop, Rifle Range, & Logistics Pkwy) ***Eloise Loop was signalized under Segment 1. Adding pedestrian signals to the south leg under segment 2**
21.6	Reference and Master Interconnect Communication Design File	LS	1	96.32	96	8 hours (setup) + 24 hours/mile x 3.68 miles = 96 hours
21.7	Overhead Street Name Sign Design	EA	10	3	30	10 signs Eagle Lake Loop (2 signs), Rifle Range (2 signs), Logistics Pkwy (2 signs), Thompson Nursery (4 signs) Including address numbers
21.8	Pole Elevation Analysis	LS	1	3	3	2 hours (first intersection) + 1 hour (1 additional intersection) 2 intersections (Rifle Range Rd & Logistics Pkwy)
21.9	Traffic Signal Operation Report	LS	1	0	0	N/A
21.10	Signalization Quantities for EQ Report	Signalized Intersections	4	Calculated Hours 32	32	20 hours (first intersection) + 4 hours (3 additional intersection) = 32 hours
21.11	Cost Estimate	LS	1	0	0	
21.12	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
21.13	Other Signalization Analysis	LS	1	0	0	
Signalization Analysis Technical Subtotal					**313**	
21.14	Field Reviews	LS	2	14	28	2 people per trip x (3 hours travel + 4 hour site visit) x 2 trips = 28 hours
21.15	Technical Meetings	LS	1	46	46	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	0%	0	
21.17	Independent Peer Review	LS	%	0%	0	

Project Activity 21: Signalization Analysis

21.18	Supervision	LS	%	0%	0	

Project Activity 21: Signalization Analysis

Signalization Analysis Nontechnical Subtotal					**74**	
21.19	Coordination	LS	%	0%	0	
21. Signalization Analysis Total					**387**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Polk County Traffic Operations	EA	0	0	0			0
Polk County Traffic Design	EA	0	0	0			0
Power Company (service point coordination)	EA	2	8	16	1 virtual meeting (2 hrs meeting + 2 hrs prep/summary) 1 field meeting (3 hours travel + 1 hour site visit + 2 hrs prep/summary x 2 people)		2
Maintaining Agency (cities, counties)	EA	2	6	12	Polk County Traffic (2 hrs meeting + 1 hrs prep/summary + 3 hours travel roundtrip)		2
Railroads	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				**28**		**Subtotal Project Manager Meetings**	4
Progress Meetings (if required by Polk County)	EA	18	1	18	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		- -
Total Meetings				**46**		**Total Project Manager Meetings (carries to Tab 3)**	**4**

Carries to 21.15

Carries to Tab 3

Estimator:

22. Signalization Plans Staff Hours

Thmopson Nursery Extension - Segment 2 Design
TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
	What is the overall project complexity? (See Signalization Guidelines)								
22.1	Key Sheet		1		4	0	0	4	
	Signature Sheet		1		2	0	0	2	
22.2	General Notes/Pay Item Notes		1	Standard	9	0	0	9	
22.3	Signalization Plan Sheets	Signalized Intersections	4	Mid	16	0	0	16	
22.4	Interconnect Plan Sheets	Sheet(s)	14	Mid	56	0	0	56	14 Plan Sheets (19,430 feet /1400 feet per sheet)
22.5	Traffic Monitoring Site	Sites (Loop Detect.)	0		0	0	0	0	
		Sites (Other Detect.)	0		0	0	0	0	
22.6	Guide Sign Data	Sign Panel	10		20	0	0	20	10 signs Eagle Lake Loop (2 signs), Rifle Range (2 signs), Logistics Pkwy (2 signs), Thompson Nursery (4 signs) Including address numbers
22.7	Special Details	Details	0	Simple	0	0	0	0	
			8	Standard	16	0	0	16	4 intersection corner details with pedestrian detail 4 plan sheets (FDOT D1 emergency pre-emption plan sheet for 4 intersections)
			4	Complex	16	0	0	16	4 plan sheets (FDOT D1 clearance calculation plan sheet for 4 intersections)
22.8	Service Point Details	Service Point	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
22.9	Mast Arm / Monotube Data	Signal Arm	10	Single Mast Arm	10	0	0	10	*4 arms @ Eagle Lake Loop, 3 arms at Rifle Range Road, 3 arms at Logistics Parkway*
			0	Double Mast Arm	0	0	0	0	
22.10	Strain Pole Schedule	Span	0		0	0	0	0	
22.11	TTCP Signal	Intersections w/o ped signal	0		0	0	0	0	
		Intersections with ped signal	2	Mid	48	0	0	48	
22.12	Temporary Detection Sheet	Intersections	0		0	0	0	0	
	Signalization Plans Technical Hours Subtotal				**197**	**0**	**0**	**197**	
20.13	Quality Assurance/Quality Control	%	1	5%	10	0	0	10	
20.14	Supervision	%	1	5%	10	0	0	10	
	Signalization Plans Total				**217**	**0**	**0**	**217**	

Carries to Summary Tab

Project Activity 23: Lighting Analysis

Estimator:

Thmopson Nursery Extension - Segment 2 Design

TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	0	0	0	N/A
23.2	Lighting Design Analysis Report (LDAR)	LS	1	48	48	Three (3) Signalized Intersections @ 10 hrs each = 30 hrs One (1) Modified Signalized Intersection @ 10 hrs each = 10 hrs One (1) Mid Block Crossing @ 8 hrs each = 8 hrs
23.3	Voltage Drop Calculations	EA	5	3	15	Four (4) New Circuits @ 3 hrs each = 12 hrs One (1) Modified Circuit @ 3 hrs each = 3 hrs
23.4	FDEP Coordination and Report	LS	0	0	0	N/A
23.5	Reference and Master Design Files	LS	1	72	72	Three (3) Signalized Intersections @ 15 hrs each = 45 hrs One (1) Modified Signalized Intersection @ 15 hrs each = 15 hrs One (1) Mid Block Crossing @ 12 hrs each = 12 hrs
23.6	Temporary Highway Lighting	LS	0	0	0	N/A
23.7	Design Documentation	LS	0	0	0	N/A
23.8	Lighting Quantities for EQ Report	Light Poles	27	Calculated Hours 30	30	Assume 9 light poles per full signalized intersection @ 1 signalized intersections = 9 poles Assume 6 light poles per signalized T-intersection @ 2 signalized intersections = 12 poles Assume 4 light poles per modified signalized intersection @ 1 signalized intersection = 4 poles Assume 2 light poles per midblock crossing @ 1 midblock crossing = 2 poles 0.5 hr per pole after 8 = 9.5 additional hours + 20 hrs base
23.9	Cost Estimate	LS	1	16	16	Four (4) submittals (60%, 90%, 100%, Final) @ 4 hrs per submittal = 16 hrs
23.10	Technical Special Provisions and Modified Special Provisions	LS	0	0	0	N/A
23.11	Other Lighting Analysis	LS	0	0	0	N/A
	Lighting Analysis Technical Subtotal				**181**	
23.12	Field Reviews	LS	2	8	16	Two (2) field reviews @ 8 hrs each = 2 hrs travel time + 3 hr site visit x 2 people per visit = 16 hrs
23.13	Technical Meetings	LS	1	20	20	
23.14	Quality Assurance/Quality Control	LS	%	7%	13	
23.15	Independent Peer Review	LS	%	0%	0	
23.16	Supervision	LS	%	5%	9	
	Lighting Analysis Nontechnical Subtotal				**58**	
23.17	Coordination	LS	%	3%	7	

Project Activity 23: Lighting Analysis

23. Lighting Analysis Total	246	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Polk County Lighting Design	EA	0	0	0	N/A		0
Polk County Traffic Design	EA	0	0	0	N/A		0
Power Company (service point coordination)	EA	4	3	12	4 meetings with Power Company: 2 virtual, 2 field -Virtual meeting: 2 hrs -Field Meeting: 4 hrs		4
Maintaining Agency (cities, counties)	EA	4	2	8	4 meetings with Polk County @ 2 hrs each		4
Airport authority	EA	0	0	0	N/A		0
FDEP Lighting (coast areas)	EA	0	0	0	N/A		0
Other Meetings	EA	0	0	0	N/A		0
Subtotal Technical Meetings				**20**	**Subtotal Project Manager Meetings**		8
Progress Meetings (if required by Polk County)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		- -
Total Meetings				**20**	**Total Project Manager Meetings (carries to Tab 3)**		**8**

Carries to 23.13

Carries to Tab 3

Estimator:

24. Lighting Plans Staff Hours

Thmopson Nursery Extension - Segment 2 Design
TNR Seg 2

Representing	Print Name	Signature / Date
Polk County		
Kimley-Horn and Associates		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
24.1	Key Sheet		1		4	0	0	4	One (1) sheet @ 4 hrs
	Signature Sheet		0		0	0	0	0	
24.2	General Notes/Pay Item Notes		1	Standard	9	0	0	9	One (1) sheet @ 9 hrs
24.3	Pole Data, Legend and Criteria	Poles	27		11	0	0	11	One (1) sheet @ 11 hrs, less than 50 poles
24.4	Project Layout		0		0	0	0	0	
24.5	Plan Sheets (Corridor Projects)	Sheet(s)	0		0	0	0	0	
	Plan Sheets (Isolated Loctions)	Intersections or Mid-Blocks	5		20	0	0	20	Five (5) plan sheets @ 4 hrs each
		Interchanges or Rest Areas	0		0	0	0	0	
24.6	Special Details	Details	0	Simple	0	0	0	0	
			0	Standard	0	0	0	0	
			1	Complex	12	0	0	12	One (1) sheet @ 12 hrs - riser diagram for TECO coordination
24.7	Service Point Details	Service Point	0	Simple	0	0	0	0	
			5	Standard	60	0	0	60	Five (5) service point details, one (1) per signalized intersection/midblock crossing @ 12 hrs each
			0	Complex	0	0	0	0	
24.8	Temporary Highway Lighting		0		0	0	0	0	
	Lighting Plans Technical Hours Subtotal				**116**	**0**	**0**	**116**	
24.9	Quality Assurance/Quality Control	%	1	5%	6	0	0	6	
24.10	Supervision	%	1	5%	6	0	0	6	
	Lighting Plans Total				**128**	**0**	**0**	**128**	

Carries to Summary Tab

27. Survey (SUE)

Estimator: Jerry Comellas, Jr., PE

Thompson Nursery Road Extension from Eloise Loop Rd. (Sta. 125+00) to W. of Rialto Rd. (Sta. 292+65) (Segment #2)

0

Representing	Print Name	Signature / Date
Polk County		
ECHO UES, Inc.	**Jerry Comellas, Jr., PE**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)									
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.2	Vertical PC / Bench Line									
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.3	Alignment and Existing R/W Lines									
		Mile			0.00		0.00		0.00	
27.4	Aerial Targets			Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	**"A"**		Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	**"B"**		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	

27. Survey (SUE)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.6	Topography/DTM (3D)									
		Mile			0.00		0.00		0.00	
27.7	Planimetric (2D)									
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-Sections/Profiles									
		Mile			0.00		0.00		0.00	
27.9	Side Street Surveys									
		Mile			0.00		0.00		0.00	
27.10	Underground Utilities									**Designating (Toneable-SUE QLB)**: Horizontally locate all existing, toneable and non-toneable, underground utilities within the Thompson Nursery Rd. project limits in order to appropriately address design elements (i.e. mast arm signal foundations, pedetrian signal pole foundations, light pole foundations, bridge foundations, and drainage structures) that may conflict with the existing underground utilities = Ten (10) roadway segments = **70,000 LF (13.258 miles) of underground utilities**.
	Designates	Mile	13.258	1.51	20.00	2.00	40.00	3.00	60.00	**Locating (Potential Utility Conflicts-SUE QLA)**: Horizontally and Vertically locate existing underground utilities on the designated utilities as requested by the prime consultant and where potential utility conflicts with the following proposed design elements, utilizing vacuum excavation equipment - 21 light pole foundations x 2THs/foundation = 42THs - 10 mast arm foundations x 5THs/foundation = 50THs - 95 drainage structures x 2THs/structure = 190THs - 1 CSX Bridge = 12THs - 1 Bridge culvert = 12THs - 1 Bridge crossing = 6THs **TOTAL = 312 test holes**
	Locates	Point	312	0.125	39.00	1.00	39.00	2.00	78.00	
	Survey	%	25%	59.00	14.75	2.00	29.50	3.00	44.25	**Surveying**: Survey and map all designated and located existing underground utilities.
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						
		EA			0.00		0.00		0.00	
27.13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									
		EA			0.00		0.00		0.00	

27. Survey (SUE)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	
27.19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block			0.00		0.00		0.00	
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	
27.24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									
		Point			0.00		0.00		0.00	
27.26	Line Cutting									
		Mile			0.00					
27.27	Work Zone Safety									MOT, Lane Closures
		LS	73.75	0.125	9.22					
27.28	Vegetation Survey									

27. Survey (SUE)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
		LS							0	
27.29	Tree Survey									
		LS							0	
27.30	Miscellaneous Surveys									
					0.00		0.00		0.00	
Survey Subtotal				**Crew Days**	**83**	**Field Support Hours**	**108**	**Office Support Hours**	**182**	
27.31	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR
				83	0		0		0	
27.32	Document Research	Units								
									0	
27.33	Field Reviews	Units								
									0	
27.34	Technical Meetings	LS								
			0.00						0	
27.35	Quality Assurance / Quality Control	LS								
								5%	9	
27.36	Supervision	LS								
								5%	15	
27.37	Coordination	LS								
								3%	5	
27. Survey Total				**Crew Days**	**83**	**Field Support Hours**	**108**	**Office Support Hours**	**211**	

SPLS =
PLS =
Office Support =
Total Hours = 319

27. Survey (SUE)

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
Technical Meetings		**Units**	**No of Units**	**Hours/ Unit**	**Total Hours**	**PM Attendance at Meeting Required?**			**Number**	**Comments**
Kickoff Meeting with FDOT		EA	0	0	0				0	
Baseline Approval Review		EA	0	0	0				0	
Network Control Review		EA	0	0	0				0	
Vertical Control Review		EA	0	0	0				0	
Local Governments (cities, counties)		EA	0	0	0				0	
Final Submittal Review		EA	0	0	0				0	
Other Meetings		EA	0	0	0				0	
Subtotal Technical Meetings					**0**			**Subtotal PM Meetings**	0	
Progress Meetings (if required by FDOT)		EA	0	0	0		**		- -	
Phase Review Meetings		EA	0	0	0		**		- -	
Total Meetings					**0**			**Total PM Mtgs (carries to Tab 3)**	**0**	

Carries to 27.34

Carries to Tab 3

35. Geotechnical Terracon

Estimator:

Thompson Nursery Road Extension - Segment 2

0

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name	Terracon	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
35.1	Document Collection and Review	LS	1	8	8	Approx. 17,000 LF new extension; review maps and review/utilize previous geotech data
35.2	Develop Detailed Boring Location Plan	LS	1	4	4	**Roadway:** perform 5' hand auger every 100 ft. and 20' machine auger boring every 500 ft; 177 borings for 1,395 total LF total and 8 pavement cores. **Ponds/FPCs:** 11 total sites (6 ponds and 5 FPC); perform total of 101 machine auger borings to 20' depth at ponds and 5' depth (for GW) at FPC; 101 borings for 1,315 total LF.
35.3	Stake Borings/Utility Clearance	Boring	278	0.15	42	see 35.2
35.4	Muck Probing	Crew Day	1	16	16	anticipate 1 day muck probing at wetland areas; estimate 2,500 LF mapped organics per review of County Soil Survey
35.5	Coordinate and Develop MOT Plans for Field Investigation	EA	1	4	4	anticipate MOT for 8 pavement cores
35.6	Drilling Access Permits	Location	0	0	0	not anticipated to be needed
35.7	Property Clearances	EA	12	1	12	anticipate coordination at mulitple locations
35.8	Groundwater Monitoring	EA	0	0	0	n/a
35.9	LBR/Resilient Modulus Sampling	EA	10	1	10	100 lb sample per location collected from total of 10 locations.
35.10	Coordination of Field Work	100 lf of boring	27.1	1	27	see 35.2
35.11	Soil and Rock Classification - Roadway	100 lf of boring	27.1	2	54	see 35.2
35.12	Design LBR	LS	1	2	2	10 LBRs
35.13	Laboratory Data	100 lf of boring	27.1	0.75	20	see 35.2
35.14	Seasonal High Water Table	Boring	278	0.1	28	see 35.2
35.15	Parameters for Water Retention Areas	EA	11	2	22	11 total stormwater sites
35.16	Delineate Limits of Unsuitable Material	Cross-section	25	1	25	some hatching anticipated
35.17	Electronic Files for Cross-Sections	100 lf of boring	27.1	1	27	prepare geopak files; coordinate with Roadway engineer
35.18	Embankment Settlement and Stability	Embankment Boring	0	4	0	not anticipated to be needed

35. Geotechnical Terracon

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.19	Monitor Existing Structures	LS	1	0	0	n/a
35.20	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	by others
35.21	Geotechnical Recommendations	LS	1	24	24	standard hours/effort
35.22	Pavement Condition Survey and Pavement Evaluation Report	LS	1	8	8	8 pavement core locations
35.23	Preliminary Roadway Report	LS	1	16	16	standard hours/effort
35.24	Final Report	EA	1	16	16	standard hours/effort
35.25	Auger Boring Drafting	100 lf boring	27.1	3	81	see 35.2
35.26	SPT Boring Drafting	100 lf boring	0	0	0	n/a
				Roadway Geotechnical Subtotal	**446**	
	Structures					
35.27	Develop Detailed Boring Location Plan	LS	1	1	1	**Culverts**: perform 3 SPT boring to 20' each. **Signals**: perform total of 10 SPT borings to 25' each at 10 locations. **Bridges:** perform 2 SPT borings to 125' at Canal crossing and 1 confirmation SPT boring to 125' at CSX crossing
35.28	Stake Borings/Utility Clearance	Boring	16	0.5	8	see 35.27
35.29	Coordinate and Develop MOT Plans for Field Investigation	EA	1	4	4	anticipate need for MOT for signal borings
35.30	Drilling Access Permits	Location	0	0	0	not anticipated to be needed
35.31	Property Clearances	EA	0	0	0	see 35.7
35.32	Collection of Corrosion Samples	EA	7	0.5	4	soil and water sampling at culvert and bridge locations
35.33	Coordination of Field Work	100 lf of boring	6.85	0.5	3	see 35.27
35.34	Soil and Rock Classification - Structures	100 lf of boring	6.85	2	14	see 35.27
35.35	Tabulation of Laboratory Data	100 lf of boring	6.85	0.75	5	see 35.27
35.36	Estimate Design Groundwater Level for Structures	EA	3	0.5	2	at 3 culvert borings
35.37	Selection of Foundation Alternatives (BDR)	Bridge boring	3	4	12	3 bridge borings at 2 bridge locations
35.38	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	3	8	24	3 bridge borings at 2 bridge locations
35.39	Bridge Construction and Testing Recommendations	Bridge boring	3	2	6	3 bridge borings at 2 bridge locations
35.40	Lateral Load Analysis (Optional)	Bridge boring	3	4	12	3 bridge borings at 2 bridge locations
35.41	Walls	Wall Boring	0	0		n/a
35.42	Sheet Pile Wall Analysis (Optional)	Wall Boring	0	0	0	n/a

35. Geotechnical Terracon

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.43	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	10	1	10	10 borings
35.44	Box Culvert Analysis	EA	1	4	4	1 location
35.45	Preliminary Report - BDR	EA	1	16	16	standard hours/effort
35.46	Final Report - Bridge and Associated Walls	EA	0	0	0	n/a
35.47	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	1	16	16	standard hours/effort
35.48	SPT Boring Drafting	100 lf of boring	6.85	4	27	see 35.27
35.49	Other Geotechnical	LS	1	0	0	none anticipated
				Structural Geotechnical Subtotal	**168**	
				Geotechnical Technical Subtotal	**614**	
35.50	Technical Special Provisions and Modified Special Provisions	EA	0	0	0	none anticipated
35.51	Field Reviews	LS	1	16	16	2 field reviews
35.52	Technical Meetings	LS	1	7	7	Meetings listed below
35.53	Quality Assurance/Quality Control	LS	%	5%	31	
35.54	Supervision	LS	%	5%	31	
				Geotechnical Nontechnical Subtotal	**85**	
35.55	Coordination	LS	%	3%	21	
				35. Geotechnical Total	**720**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA	1	1	1	kick off meeting with the County		0
Boring Layout Approval	EA	0	0	0			0
Attend in BDR Review Meeting	EA	0	0	0			0
30/60/90% Submittal Review	EA	0	0	0			0
Other Meetings	EA	3	2	6	limited phase review meetings		0
Subtotal Technical Meetings				**7**	**Subtotal Project Manager Meetings**		0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		- -
Total Meetings				**7**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Carries to 35.52

Carries to Tab 3

SCOPE OF SERVICES AND FEE ESTIMATE - GEOTECHNICAL
THOMPSON NURSERY ROAD WIDENING - SEGMENT 2
POLK COUNTY, FLORIDA
TERRACON PROPOSAL NO. PH1225051B

Geotechnical Scope of work to be performed for Segment 2 proposed project area.
Perform 5' deep roadway boring every 100' and 20' deep machine auger boring every 5th boring; 143 to 5 ft & 34 to 20'; total 1,395 LF
Perform muck probes 100 ft intervals at areas mapped with organics (approx. 2,500 LF).
At pond sites, perform 2 borings to 20' per acre; 6 pond sites, about 27 ac total; 54 borings; total 1,080 LF.
At FPC sites, perform 2 borings to 5' per acre; 5 FPC sites, about 23.5 ac total; 47 borings; total 235 LF.
At new culvert (150' length), perform 3 SPT borings to 20' each; total 60 LF
At new signals (10 total), perform 10 SPT borings to 25' each; total 250 LF
At Canal Bridge perform 2 bridge borings to 125 feet each: total 250 feet.
At CSX Bridge perform 1 confirmation bridge borings to 125 feet each: total 125 feet.

		DESCRIPTION OF WORK	QTY.	RATE	UNIT	AMOUNT
I.		**GEOTECHNICAL FIELD EXPLORATION**				
	A.	Mobilization of Crew and Equipment - Truck Mount	2	$ 540.00	Each	$ 1,080.00
	B.	Mobilization of Crew and Equipment - Mudbug Drill Rig	4	$ 780.00	Each	$ 3,120.00
	C.	Mobilization of Crew and Equipment - Coring Trailer	1	$ 300.00	Each	$ 300.00
	D.	Auger Borings - Hand & Truck (0 - 50 ft)	2710	$ 13.80	LF	$ 37,398.00
	E.	Standard Penetration Test Borings (0 - 50 ft)	460	$ 15.00	LF	$ 6,900.00
	F.	Standard Penetration Test Borings (50 - 100 ft)	150	$ 20.40	LF	$ 3,060.00
	G.	Standard Penetration Test Borings (100 - 150 ft)	75	$ 33.60	LF	$ 2,520.00
	H.	Casing (0 - 50 ft)	150	$ 10.80	LF	$ 1,620.00
	I.	Casing (50 - 100 ft)	75	$ 12.00	LF	$ 900.00
	J.	Casing (100 - 150 ft)	0	$ 15.60	LF	$ -
	K.	Grout Seal Boreholes (0 - 50 ft)	150	$ 6.00	LF	$ 900.00
	L.	Grout Seal Boreholes (50 - 100 ft)	150	$ 7.80	LF	$ 1,170.00
	M.	Grout Seal Boreholes (100 - 150 ft)	75	$ 12.00	LF	$ 900.00
	N.	Hand Probing/Wash Borings - 2-Person Crew	20	$ 168.00	Hour	$ 3,360.00
	O.	Drill Crew Time - 2-Person Crew	32	$ 210.00	Hour	$ 6,720.00
	P.	Pavement Core Asphalt - 6 inch diameter	8	$ 360.00	Each	$ 2,880.00
	Q.	MOT - Signs & Cones	2	$ 240.00	Day	$ 480.00
	R.	MOT - Support Truck with Arrow Panel	20	$ 90.00	Hour	$ 1,800.00
	S.	MOT - Flagger	40	$ 84.00	Hour	$ 3,360.00
	T.	MOT - Mobile Variable Message Sign	2	$ 60.00	Hour	$ 120.00
		Subtotal				$ 78,588.00
II.		**GEOTECHNICAL LABORATORY TESTING**				
	A.	Soils Moisture Content Laboratory AASHTO T265	40	$ 18.00	Test	$ 720.00
	B.	Soils Organic Content Ignition FM 1 T-267	20	$ 54.00	Test	$ 1,080.00
	C.	Soils Atterberg Limits AASHTO T89/T90	20	$ 96.00	Test	$ 1,920.00
	D.	Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	45	$ 108.00	Test	$ 4,860.00
	E.	Single Sieve Size Anlys AASHTO 1-T88	12	$ 108.00	Test	$ 1,296.00
	F.	Limerock Bearing Ratio	10	$ 450.00	Test	$ 4,500.00
	G.	Soils Corrosion Series FM 5-550 through 5-553	16	$ 180.00	Test	$ 2,880.00
		Subtotal				$ 17,256.00
		Total for Geotechnical Field and Lab				$ 95,844.00

Project Activity 3: General Tasks

Estimator: Luis Nieto

Thomposon Nursery Road Extension

0

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name	**Kimley-Horn and Associates**	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
36.1	Phase I 3D Design Model	Alignment / Corridor Mile	3.75	30.75	115	Middle Range Project C3: 20 hrs per mile * 3.75 (project length + side streets) = **75 hrs**; Existing Features = **40 hrs.** **Total = 115 hrs**
36.2	Phase II 3D Design Model	Alignment / Corridor Mile	3.75	44.25	166	Middle Range Project C3: 10 hrs per mile * 3.75 (project length + side streets) = 38 hrs; 6 Driveways @ 8 hrs each = 48 hrs; Intersection Grading = 4 intersections @ 20 hrs each = 96 hrs; **Total = 166 hrs**
36.3	Phase III 3D Design Model	Alignment / Corridor Mile	3.75	15	56	Middle Range Project C3: 15 hrs per mile * 3.75 = **56 hrs**
36.4	Final 3D Design Model	Alignment / Corridor Mile	3.75	12	45	Middle Range Project C3: 12 hrs per mile * 3.75 = **45 hrs**
36.5	Cross Section Design Files	LS	3.75	50	188	Middle Range Project C3: 50 hrs per mile * 3.75 = **188 hrs**
36.6	Template and Assembly Development (Optional)	LS	1	0	0	
				3D Modeling Technical Subtotal	**570**	
36.7	Quality Assurance/Quality Control	LS	%	5%	29	
36.8	Supervision	LS	%	5%	29	
36.9	Coordination	LS	%	3%	17	
				3D Modeling Total	**645**	

Project Activity 3: General Tasks

Estimator:

Thompson Nursery Road Ext., Segment 2 CRAS
123456-7-89-10

presenting	Print Name					Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
5.0	**ENVIRONMENTAL ANALYSIS AND REPORTS**					
5.1	**Sociocultural Effects**					
	*5.1 Sociocultural Effects Evaluation **	*LS*	*1*	*0*	*0*	
	*5.1.1 Social **	*LS*	*1*	*0*	*0*	
	*5.1.2 Economic **	*LS*	*1*	*0*	*0*	
	*5.1.3 Land Use Changes **	*LS*	*1*	*0*	*0*	
	*5.1.4 Mobility **	*LS*	*1*	*0*	*0*	
	*5.1.5 Aesthetic Effects **	*LS*	*1*	*0*	*0*	
	5.1.6 Relocation Potential					
	*Review and Impact Determination **	*LS*	*1*	*0*	*0*	
	*Conceptual Stage Relocation Plan (CSRP) **	*LS*	*1*	*0*	*0*	
	*5.1.7 Farmland **	*LS*	*1*	*0*	*0*	
	5.1 Sociocultural Effects Total				**0**	
5.2	**Cultural Resources**					
	5.2.1 Archaeological and Historical Resources					
	*Research Design and Survey Methodology **	*LS*	*1*	*0*	*0*	
	*Cultural Resources Assessment Survey (CRAS) **	*LS*	*1*	*600*	*600*	*ACI will prepare a CRAS Report for Segment 2 which will include the recommended alternative (Alt 1) and preferred pond sites (6 preferred ponds and 5 preferred FPC sites). 1. Background research will review the Desktop Analysis and current data prior to the field survey; 2. Archaeological field survey will consist of 2 archaeologists for 13 field days for preferred alignment and preferred pond sites; sites have a variable probability; evidence of two (2) previously recorded sites and two new sites anticipated; 3. The historical field survey will consist of 2 historians for 1 long day in the field; anticipate recording 45 new historic resources (built in or prior to 1981) and updating two previously recorded resources. 4. ACI will prepare a CRAS Report that will include Preferred Pond sites (2 draft and 1 final) (hours include writers, clerical, graphics, Survey Log, etc.); 5. Meetings (kick-off, progress), coordination. Hours do not include a preliminary pond desktop analysis.*
	*Pond Sites Desktop Assessment **	*LS*	*1*	*0*	*0*	
	Determinations of Eligibility (DOE) (As Required)	*LS*	*1*	*0*	*0*	
	*Section 106 Case Report **	*LS*	*1*	*0*	*0*	
	*Memorandum of Agreement (MOA) **	*LS*	*1*	*0*	*0*	
	Section 106 Consultation Meetings	*LS*	*1*	*0*	*0*	
	Native American Coordination Meeting	*LS*	*1*	*0*	*0*	
	Section 106 Public Involvement	*LS*	*1*	*0*	*0*	
	*Florida Master Site File Form**	*LS*	*1*	*0*	*0*	
	5.2.2 Recreational Areas and Protected Lands					
	Data Collection and Analysis	*LS*	*1*	*0*	*0*	
	Coordination	*LS*	*1*	*0*	*0*	
	Documentation					
	*Section 4(f) Evaluation **	*LS*	*1*	*0*	*0*	
	*Recreational Areas Not Subject to Section 4(f) **	*LS*	*1*	*0*	*0*	
	*State Owned Lands **	*LS*	*1*	*0*	*0*	
	5.2.3 Section 4(f) and Concurrent Requirements (Optional)					
	*Section 4(f) Determination of Applicability **	*EA*	*0*	*0*	*0*	
	*Section 4(f) "de minimis" Documentation **	*EA*	*0*	*0*	*0*	
	*Individual Section 4(f) Evaluation **	*EA*	*0*	*0*	*0*	
	5.2 Cultural Resources Total				**600**	

5.3	**Natural Resources**					
	5.3.1 Wetlands and Other Surface Waters					
	Data Collection	*LS*	*1*	*0*	*0*	
	*Analysis **	*LS*	*1*	*0*	*0*	
	*Conceptual Mitigation **	*LS*	*1*	*0*	*0*	
	5.3.2 Essential Fish Habitat					
	Data Collection	*LS*	*1*	*0*	*0*	
	*Analysis **	*LS*	*1*	*0*	*0*	
	5.3.3 Protected Species and Habitat					
	Data Collection and Agency Coordination	*LS*	*1*	*0*	*0*	
	Specific Survey	*LS*	*1*	*0*	*0*	
	*Analysis **	*LS*	*1*	*0*	*0*	
	*Conservation Measures and Mitigation Plan **	*LS*	*1*	*0*	*0*	
	5.3.4 Natural Resource Documentation					
	*Wetlands or Other Surface Waters Documentation **	*LS*	*1*	*0*	*0*	
	*Essential Fish Habitat (EFH) Assessment **	*LS*	*1*	*0*	*0*	
	*Protected Species and Habitat Documentation and Biological Assessment **	*LS*	*1*	*0*	*0*	
	5.3.5 Water Resources					
	Analysis	*LS*	*1*	*0*	*0*	
	*Documentation **	*LS*	*1*	*0*	*0*	
	5.3.6 Wild and Scenic Rivers					
	Analysis	*LS*	*1*	*0*	*0*	
	*Documentation **	*LS*	*1*	*0*	*0*	
	5.3.7 Floodplains	*LS*	*1*	*0*	*0*	
	5.3.8 Coastal Zone Consistency	*LS*	*1*	*0*	*0*	
	5.3.9 Coastal Barrier Resources	*LS*	*1*	*0*	*0*	
	5.3 Natural Resources Total				**0**	
5.4	**Physical Effects**					
	5.4.1 Highway Traffic Noise					
	*Methodology Meeting **	*LS*	*1*	*0*	*0*	
	Data Collection	*LS*	*1*	*0*	*0*	
	Traffic Data Review and Formatting	*LS*	*1*	*0*	*0*	
	*Field Measurement and Noise Model Validation **	*LS*	*1*	*0*	*0*	
	*Construction Noise and Vibration Assessment **	*LS*	*1*	*0*	*0*	
	Noise Analysis	*LS*	*1*	*0*	*0*	
	*Noise Abatement Evaluation **	*EA*	*0*	*0*	*0*	
	*Noise Study Report (NSR) **	*LS*	*1*	*0*	*0*	
	Public Meetings Support	*LS*	*1*	*0*	*0*	
	*5.4.2 Transit Noise and Vibration Impact Analysis **	*LS*	*1*	*0*	*0*	
	5.4.3 Air Quality					
	Data Collection	*LS*	*1*	*0*	*0*	
	*Screening Analysis **	*LS*	*1*	*0*	*0*	
	*Air Quality Modeling **	*LS*	*1*	*0*	*0*	
	*Air Quality Technical Memorandum (AQTM) **	*LS*	*1*	*0*	*0*	
	*5.4.4 Construction **	*LS*	*1*	*0*	*0*	
	5.4.5 Contamination					
	Data Collection	*LS*	*1*	*0*	*0*	
	*Analysis and Report **	*LS*	*1*	*0*	*0*	
	5.4 Physical Effects Total				**0**	
5.5	**Cumulative Effects Evaluation (When Applicable)***	EA	0	0	0	
5.6	**Project Commitments ***	LS	1	0	0	
	Environmental Analysis and Report Subtotal				**600**	
	Hours Subject to QC				**600**	
	Quality Assurance / Quality Control	LS	%	5%	30	
	ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS				**630**	

Agenda Item G.2. 1/20/2026

SUBJECT

Approve Construction Contract with Timmons Contracting Inc. for the Rock Ridge Rd Bridge Replacement project ($2,229,446.00 one-time expense)

DESCRIPTION

The Roads and Drainage Division requested Procurement to solicit bids from qualified contractors who were interested in the construction of a new 40 foot geosynthetic reinforced soil integrated bridge system on Rock Ridge Rd in Lakeland. The project primarily consists of bridge construction, roadway construction, erosion control, clearing and grubbing, excavating, stabilization, constructing retaining walls, and maintenance of traffic.

Bid 26-003, Rock Ridge Rd Bridge Replacement was issued, and seven contractors submitted a bid.

Company	Location	Total
Timmons Contracting Inc.	Bradenton, FL	$2,123,282.00
Gosalia Concrete Constructors, Inc.	Tamp, FL	$2,154,663.00
Cone & Graham, Inc.	Tampa, FL	$2,166,562.84
Central Concrete Products, Inc.	Bartow, FL	$2,346,210.04
Southland Construction, Inc.	Apopka, FL	$2,350,000.01
Hubbard Construction Company	Winter Park, FL	$2,548,967.56
Cathcart Construction Company Florida, LLC	Winter Springs, FL	$2,850,027.00

A recommendation of award was issued to Timmons Contracting Inc., and no protests were received. In accordance with Resolution No. 13-066, $106,164.00 was added to the contract for allowance work for a total contract amount of $2,229,446.00. The contract time for this project is 180 days to final completion. Allowance time for the project is 27 days.

RECOMMENDATION

Request Board approve a construction contract with Timmons Contracting Inc. in the amount of $2,229,446.00 for Bid 26-003, Rock Ridge Rd Bridge Replacement.

FISCAL IMPACT

Funding is available in the Transportation Trust Fund.

CONTACT INFORMATION

Ken Brush

Procurement Contracts Manager

863.534.6727

kenbrush@polk-county.net

PART E

CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Timmons Constructing Inc, dba Lovin Construction, its successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 26-003, Rock Ridge Rd Bridge Replacement.

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of $2,123,282.00 plus the Allowance Work amount of $106,164.00 the total sum being $2,229,446.00. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Final Completion within 180 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 180 days. The allowance time for this project is 27 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment due until such time retainage is reduced in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contactor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

BY: _____
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY: _____
MARTHA SANTIAGO, Ed.D., CHAIR

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST: _____
Corporate Secretary

SEAL

CONTRACTOR: Timmons Contracting Inc dba Lovin Construction

BY: _____
Authorized Corporate Officer or Individual

Troy Timmons
(Printed or Typed Name of Signer)

President
(Printed or Typed Title of Signer)

6204 33rd St E Bradenton, FL 34203
(Business Address of Contractor)

941-755-4312
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Manatee
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 12/23/2025 (Date) by Troy Timmons (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☑ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 12/23/2025 (Date) _____
_____ (Official Notary Signature and Notary Seal)
(Name of Notary typed, printed or stamped)
Commission Number HH 634846 Commission Expiration Date 2/2/2029

Notary Public State of Florida
Karlie J. Arm
My Commission HH 634840
Expires 2/2/2029

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

(Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

11/21/2025 1:30:15 PM EST

Return to Inquiry Menu

Contractor with Name TIMMONS CONTRACTING, INC.
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
TIMMONS CONTRACTING, INC. F462615715001 EXPIRES: 6/30/2026	6204 33RD ST E BRADENTON, FL 34203 (941)755-4312	6204 33RD ST E BRADENTON, FL 34203 (941)755-4312

WORK CLASSES

DRAINAGE	GRADING
MINOR BRIDGES	R&R MINOR BRIDGES
SIDEWALK	

* Retaining Wall, Riprap, Rubble Rip Rap, Cast-In-Place Soundwalls, Tiedback Walls, Driving Steel Sheet Pile

Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

11/21/2025 1:31:16 PM EST

Return to Inquiry Menu

Contractor with Name MCSHEA CONTRACTING, LLC
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
MCSHEA CONTRACTING, LLC F264642586001 EXPIRES: 6/30/2026	508 OWEN AVE. NORTH LEHIGH ACRES, FL 33971 (239)368-5200	508 OWEN AVE. NORTH LEHIGH ACRES, FL 33971 (239)368-5200

WORK CLASSES	
PAVEMENT MARKING	ROADWAY SIGNING

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

TIMMONS, TROY DOUGLAS

LOVIN CONSTRUCTION
6204 33RD ST E
BRADENTON ,FL 34203

LICENSE NUMBER: CGC1512190

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/08/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TIMMONS, TROY DOUGLAS

LOVIN CONSTRUCTION
6204 33RD ST E
BRADENTON FL 34203

LICENSE NUMBER: CUC1224512

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/08/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EXHIBIT II
PUBLIC CONSTRUCTION BOND
FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.:	RCB0030937
CONTRACTOR NAME:	Timmons Contracting, Inc. dba Lovin Construction
CONTRACTOR ADDRESS:	6204 33rd Street E., Bradenton, FL 34203
CONTRACTOR PHONE NO:	(941) 755-4312
SURETY COMPANY:	RLI Insurance Company
	9025 N. Lindbergh Drive, Peoria, IL 61615, (309) 692-1000
	Surety Agent: Atlas Insurance Agency, 7120 Beneva Road, Sarasota, FL 34238, (941) 366-8424
OWNER NAME:	Polk County, a political subdivision of the State of Florida
OWNER ADDRESS:	330 West Church Street
	Bartow, FL 33880
OWNER PHONE NO:	863-534-6757
OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity)	N/A
OBLIGEE ADDRESS:	N/A
OBLIGEE PHONE NO:	N/A
BOND AMOUNT:	$2,229,446.00
CONTRACT NUMBER:	County Project: 5400263
GENERAL DESCRIPTION OF PROJECT:	Bid 26-003 Rock Ridge Rd Bridge Replacement
	Scope of Work includes, but is not limited to, bridge construction, roadway construction, clearing and grubbing, excavation, embankment, stabilization, curb drainage, retaining walls, maintenance of traffic.
PROJECT LOCATION:	From Bartow, North on Broadway Ave/US-98 N for 13 miles; Right on N Florida Ave/US 98 N for 10.9 miles; East onto Rock Ridge Road for approximately 0.8 miles.

PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That Timmons Contracting, Inc. dba Lovin Construction, as Principal, and RLI Insurance Company, as Surety, located at 9025 N. Lindbergh Drive, Peoria, IL 61615 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida as Obligee in the sum of Two Million Two Hundred Twenty-nine Thousand Four Hundred Forty-six and no/100 Dollars, ($2,229,446.00) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 20___ (date of bid award) between Principal and County for construction of Bid 26-003, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and

3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this_____ day of_____, 20__.

ATTEST:

Witness

Witness

PRINCIPAL: Timmons Contracting, Inc. dba Lovin Construction

BY: (SEAL)
Authorized Signature (Principal)

Troy Timmons
Printed Name

President
Title of Person Signing Above

ATTEST:
See Attached Power of Attorney

Witness Carol McManus

Witness Stacy Baier

SURETY: RLI Insurance Company
Printed Name

BY: (SEAL)
Attorney in Fact and Licensed Florida Resident Agent/W034875

Jared M. Hawkins
Printed Name

7120 Beneva Road
Business Address

Sarasota, FL 34238

Phone (941) 366-8424

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Robert W. Brown, Darren Howard, Thomas Kochis, Jared M. Hawkins, Carol McManus, Stacy Baier, Michelle Barrow, jointly or severally Atlas Insurance Agency, 7120 Beneva Road, Sarasota, FL 34238 (941) 366-8424

in the City of Sarasota, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "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, any 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."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 29th day of May, 2018.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B.W.D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 29th day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

0983423020212

A0058817

ATLAS
INSURANCE

PROTECTING OUR CLIENTS SINCE 1953

7120 BENEVA ROAD
SARASOTA, FL 34238-2850
TEL 941.366.8424
ATLASINSURANCEAGENCY.COM

December 29, 2025

Polk County Board of County Commissioners
330 W. Church Street
Bartow, FL 33880

Re:	Authority to Date Bonds and Powers of Attorney
Principal:	Timmons Contracting, Inc. dba Lovin Construction
Bond No.:	RCB0030937
Project:	Rock Ridge Rd Bridge Replacement
Contract No.:	Bid #26-003, County Project No. 5400263
Bond Amount:	$2,229,446.00

Dear Sir or Madam:

Please be advised that as Surety on the above-referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney the same date the Agreement is executed.

Thank you.

Sincerely,

RLI INSURANCE COMPANY

Jared M. Hawkins, Attorney-in-Fact and
Licensed Florida Resident Agent/W034875

JMH/cm

Enclosures

Trusted Choice
We serve you first.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

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Robert W. Brown, Darren Howard, Thomas Kochis, Jared M. Hawkins, Carol McManus, Stacy Baier, Michelle Barrow, jointly or severally Atlas Insurance Agency, 7120 Beneva Road, Sarasota, FL 34238 (941) 366-8424

in the City of Sarasota, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "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, any 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."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 29th day of May, 2018.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 29th day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

GRETCHEN L JOHNIGK
NOTARY PUBLIC STATE OF ILLINOIS
"OFFICIAL SEAL"
My Commission Expires May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 29th day of December, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

09834230202 12

A0058817

Bond No. RCB0030937

EXHIBIT III
PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid #26-003, and the inclusion by Timmons Contracting, Inc. dba Lovin Construction (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this 5th day of January, 2026, by

RLI Insurance Company (Name of Surety)

Authorized signature of Surety

Jared M. Hawkins, Attorney-in-Fact and
Licensed Florida Resident Agent/W034875
Phone (941) 366-8424

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Robert W. Brown, Darren Howard, Thomas Kochis, Jared M. Hawkins, Carol McManus, Stacy Baier, Michelle Barrow, jointly or severally Atlas Insurance Agency, 7120 Beneva Road, Sarasota, FL 34238 (941) 366-8424

in the City of Sarasota, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 29th day of May, 2018.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 29th day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Gretchen L. Johnigk — Notary Public

GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

NOTARY PUBLIC STATE OF ILLINOIS

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 5th day of January, 2026.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jean M. Stephenson — Corporate Secretary

0983423020212

A0058817

ATLAS
INSURANCE

PROTECTING OUR CLIENTS SINCE 1953

7120 BENEVA ROAD
SARASOTA, FL 34238-2850
TEL 941.366.8424
ATLASINSURANCEAGENCY.COM

January 5, 2026

Mr. Troy Timmons
Lovin Construction
6204 33rd Street E.
Bradenton, FL 34203

RE: Consent of Surety to Payment of Stored Materials
Performance and Payment Bond No.: RCB0030937
Obligee: Polk County
Project: 26-003 Rock Ridge Road Bridge Replacement

Dear Troy:

Enclosed you will find one (1) original Consent of Surety to Payment of Stored Materials on the above-referenced bond, which we have executed at your request and based on the information you provided to us.

Please review the Consent and notify us if any changes are needed.

Thank you.

Jared M. Hawkins

JMH/cm

Enclosure

Trusted Choice
We serve you first.

ATLAS
INSURANCE

PROTECTING OUR CLIENTS SINCE 1953

7120 BENEVA ROAD
SARASOTA, FL 34238-2850
TEL 941.366.8424
ATLASINSURANCEAGENCY.COM

December 19, 2025

Polk County Board of County Commissioners
330 W. Church Street
Bartow, FL 33830

Principal:	Timmons Contracting, Inc. dba Lovin Construction
Project:	Bid #26-003 Rock Ridge Rd Bridge Replacement
Bid Bond Amount:	Five Percent (5%) of Total Bid Price
Total Bid Price:	$2,123,282.00

Dear Sir or Madam:

Please be advised that as Surety on the Bid Bond issued for the above-referenced bid, we hereby confirm that the amount of the Bid Bond issued for Five Percent (5%) of Total Bid Price, calculated on the Total Bid Price of $2,123,282, is $106,164.10.

Please let us know if you need additional assurances.

Thank you.

Sincerely,

RLI INSURANCE COMPANY

Jared M. Hawkins, Attorney-in-Fact and
Licensed Florida Resident Agent/W034875

JMH/cm

Enclosures

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POWER OF ATTORNEY

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Contractors Bonding and Insurance Company

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Robert W. Brown, Darren Howard, Thomas Kochis, Jared M. Hawkins, Carol McManus, Stacy Baier, Michelle Barrow, jointly or severally **Atlas Insurance Agency, 7120 Beneva Road, Sarasota, FL 34238 (941) 366-8424**

in the City of Sarasota, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

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IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 29th day of May, 2018.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 29th day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 19th day of December, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jean M. Stephenson — Corporate Secretary

09834230202 12

A0058817

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Timmons Contracting, Inc. dba Lovin Construction (hereinafter called the Principal) and RLI Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Illinois ,and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of ---Five Percent of Total Bid Price--- dollars ($-5% of Total Bid Price- good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid #26-003, Rock Ridge Rd Bridge Replacement

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 5th day of November 2025.

ATTEST:

Witness

Witness

PRINCIPAL: Timmons Contracting, Inc. dba Lovin Construction

BY: _____ (SEAL)
Authorized Signature (Principal)

Troy Timmons
Printed Name

President
Title of Person Signing Above

ATTEST:

Witness Carol McManus

Witness Stacy Baier

SURETY: RLI Insurance Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact & Licensed Florida Resident Agent/W034875

Jared M. Hawkins
Printed Name

7120 Beneva Road
Business Address

Sarasota, FL 34238

Phone (941) 366-8424

NOTES:
1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

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CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

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By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

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RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

0983423020212

A0058817

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2025

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

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

PRODUCER	CONTACT NAME: Construction Certificates
Atlas Insurance Agency 7120 Beneva Road Sarasota FL 34238	PHONE (A/C, No, Ext): 941-366-8424 FAX (A/C, No): E-MAIL ADDRESS: ConstructionCerts@atlasinsuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	21199
INSURER B : The Continental Insurance Company	35289
INSURER C : Westchester Surplus Lines Ins.	10172
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	TIMMCON-01
Timmons Contracting Inc. dba Lovin Construction 6204 33rd Street E Bradenton FL 34203	

COVERAGES **CERTIFICATE NUMBER:** 6988434 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	ZAGLB1851804	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	ZACAT1846604	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CUE7018112213	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	ZAWCI1831304	7/1/2025	7/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractor's Pollution Liability			G4864479A002	1/23/2026	7/1/2027	EACH CONDITION AGGREGATE	5,000,000 5,000,000

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

Coverage is subject to policy forms, conditions & exclusions.
Polk County, a political subdivision of the State of Florida is included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, with respect to the General Liability, including ongoing and completed operations on a primary and non-contributory basis per the attached endorsement forms. Polk County, a political subdivision of the State of Florida is included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, with respect to the Auto Liability on a primary and non-contributory basis. A Waiver of Subrogation is granted in favor of Additional Insured as required by written contract but limited to the operations of the insured under said contract with respect to General Liability, Auto Liability, and Workers' Compensation and Employer's Liability. Umbrella Liability follows form over General Liability, Auto Liability, and Employer's Liability. Thirty Days Notice of Cancellation (Ten Days for Non-Payment) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow, FL 33831-9005

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Policy Number: ZACAT1846604

Named Insured: Timmons Contracting, Inc. dba Lovin Construction

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT - DESIGNATED CONTRACT(S)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Designated Contract(s): ALL PARTIES WHERE REQUIRED IN A WRITTEN CONTRACT

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph **e.** is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B. 5.** and **SECTION V – GARAGE CONDITIONS,** Paragraph **B. 5.**

5. Other Insurance

e. With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any "accident", this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Policy Number: ZACAT1846604

Named Insured: Timmons Contracting, Inc. dba Lovin Construction

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ZACAT1846603

Endorsement Effective Date: 7/1/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.	ALL LOCATIONS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.	ALL LOCATIONS PER WRITTEN CONTRACT OR WRITTEN AGREEMENT ON FILE.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2025 Policy No. ZAWCI1831304 Endorsement No.

Premium

Insured Timmons Contracting, Inc. DBA Lovin Construction

Insurance Company ARCH INSURANCE COMPANY Countersigned by _____

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Manatee)

Troy Timmons, being first duly sworn, deposes and says that:

1. They are President of Timmons Contracting Inc dba LouinConstruction, the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title President

Subscribed and sworn to before me this 4th day of November, 20 25

CMPayne

(Title)

My Commission expires _____

CLIFF PAYNE
Notary Public - State of Florida
Commission # HH 327954
My Comm. Expires Nov 4, 2026
Bonded through National Notary Assn.

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects $250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 26-003

Timmons Contracting Inc dba Louin Construction
Contractor

Signature

Troy Timmons
Printed Name of Signer

12/23/2025
Date

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS FOR:

Rock Ridge Rd Bridge Replacement

BID FILE NO: #26-003

County Project: 5400263

ISSUE DATE: October 1, 2025

PROCUREMENT DIVISION
330 W CHURCH STREET, ROOM 150
DRAWER AS05, P.O. BOX 9005
BARTOW, FLORIDA 33830/33831-9005
Website: www.polk-county.net

Procurement Contracts Manager: Ken Brush
E-Mail: kenbrush@polk-county.net
Main Number: (863) 534-6757
Fax: (863) 534-6789

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BID REGISTRATION

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

Bid Number and Title: 26-003, Rock Ridge Rd Bridge Replacement

Description: Furnish all labor, materials, supervision, and equipment necessary for bridge construction, roadway construction including erosion control, clearing and grubbing, excavation, embankment, stabilization, curb, drainage, retaining walls, and maintenance of traffic in accordance with plan sheets and project manual outlined in the bid documents.

Receiving Period: Wednesday, November 5, 2025, Prior to 2:00p.m.

Bid Opening: Wednesday, November 5, 2025, 2:00p.m.

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

BIDDER REGISTRATION

FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____ E-mail:_____

BID SUBMITTAL INSTRUCTIONS

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	26-003
Bid Title	Rock Ridge Rd Bridge Replacement
Due Date/Time:	November 5, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Bid Submittal:

If you are interested in submitting your bid electronically bidders may do so via the County's secure electronic submittal website, Kiteworks. Bidders must email kenbrush@polk-county.net at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents "Bid 26-003 – Title of Document"

For Excel Bid Sheets "Bid 26-003 – Bid Sheet"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE.

If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

PART A – BIDDING REQUIREMENTS

INVITATION FOR BID

Name of Bid	Rock Ridge Rd Bridge Replacement
BID NUMBER:	26-003
BID BOND IS REQUIRED PUBLIC CONSTRUCTION BOND IS REQUIRED	
BID DUE/DATE/TIME: Wednesday, November 5, 2025, PRIOR TO 2:00P.M.	
DATE/TIME OF BID OPENING: Wednesday, November 5, 2025, AT 2:00P.M.Or As Soon As Possible Thereafter	
PLACE OF BID OPENING: PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830	
DEADLINE FOR QUESTIONS FROM BIDDERS: Friday, October 24, 2025, by 4:00P.M.	

INSTRUCTION TO BIDDERS

1.0 Bids

1.1 Supplementary Conditions, Special Conditions, Plans, Drawings, Instructions to Bidders, the Conditions of the Contract, Exhibits, the Bid Submittal, Technical Specifications, any resulting addenda issued, and the Contract together therein identified constitute the entire "bid package" and upon award shall constitute the Contract Documents concerning this present bid matter.

1.2 The bid must be submitted in a sealed envelope. The face of the envelope should state the Bid Title and Bid Number, the name of the company submitting the bid and the date and time of the bid opening. Bidders are not required to return the Instructions to Bidders, Conditions of the Contract or Contract with their bids, unless specified elsewhere in this Bid Package.

1.3 or The following documents, collectively, comprise the "Bid Submittal" which, when tendered, on before the Bid due date and time, must include:

- Part C – Bid Sheets and Acknowledgement Form,
  - With the manual signature of an authorized representative of the company or their designee,
  - Bid prices must be entered on the Part C – Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted),
  - All information requested on BSU-2 and BSU-3 (or BSL-2 and BSL-3).
- Exhibit I, Bid Bond.
- Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
- Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VIA and Exhibit VIB).
- All additional information requested as a "must" item in any Addendum.

- All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
- One original and one copy of the complete Bid Submittal must be tendered.

1.4 All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent low, responsive and responsible bidder during the Bid Analysis phase.

- These items include:
  - Exhibit II, Public Construction Bond
  - Exhibit III, Payment of Stored Materials
  - Exhibit V, Non-Collusion Affidavit of Subcontractor
  - Exhibit VI-A, Subcontractor List
  - Exhibit VI-B, Good Faith Effort Documentation
  - Exhibit VII, Trench Safety Act Compliance
  - Exhibit VIII, Equal Employment Opportunity
  - Exhibit IX, Drug-Free Work Place Form
  - Exhibit X, Safety Requirements/Regulations
  - Exhibit XVIII, Certificate of Compliance
  - Exhibit XIX, Affidavit Certification Immigration Laws
  - Exhibit XXI, Scrutinized Companies Certification
  - Exhibit XXV, Employment Eligibility Verification (E-Verify) Certification
  - Exhibit XXVI, Affidavit Regarding the use of Coercion for Labor or Services
  - Any items called for in the Supplementary Conditions

1.5 All prices quoted are to be F.O.B. job site in Polk County, Florida. Bid amount shall be inclusive of all costs. Nothing herein shall prohibit the County from deleting line items and purchasing said items directly from a supplier if it is determined that there is sufficient sales tax savings to make purchasing by the County practical.

1.6 It is the Bidder's responsibility to ensure their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram, telephone, email or facsimile are not acceptable. The bid opening shall be public, on the date and time specified under Invitation for Bid. Bid tabulations may be downloaded from the County's web site. Each Bidder must execute their bid with their full name, and title and give their address, fax, telephone and email address. In cases where a firm or corporation submits a bid submittal, the bid submittal shall be signed with the full name of each member of the firm, or the name of the officer of the corporation authorized by its by-laws, in addition to the address of such firm or corporation and such officer.

1.7 The Bidder is solely responsible for reading and completely understanding the requirements of the Contract Documents. The bid opening time will be scrupulously observed. Under no circumstances will Bid Submittals delivered after the delivery time specified be considered. Late Bid Submittals shall not be accepted.

1.8 Bid Submittals may be withdrawn by notifying the County, in writing, at any time prior to the deadline for bid submittal. After the deadline, the bids become a record of the County and will not be

returned to the Bidder unless the bid is cancelled. It is the responsibility of the Bidder to make a written request for return of the Bid Submittal after notification of cancellation. Absent this written request, the County shall destroy the submittal. Negligence on the part of the Bidder in preparing their Bid Submittal confers no right of withdrawal or modification of their Bid Submittal after such Bid Submittal has been opened by County Staff at the appointed time and place. Bid Submittals and any bid security shall be in force for a period of not less than ninety (90) calendar days after the bid opening time.

1.9 At the time and place specified for the opening of Bid Submittals (see above), every Bid Submittal properly delivered within the time specified for receiving Bid Submittals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present or represented.

1.10 Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

1.11 The Bidder assumes responsibility to examine the site of the Work and become familiar with the form of Submittal, Drawings, Specifications, any Addenda issued thereto and all other forms of Contractual Documents pertaining to the proposed Work. The submission of the bid shall be sufficient to establish the presumption that the Bidder has investigated the site of the Work and is satisfied as to all conditions to be encountered, the character, quantity and quality of the work to be performed and materials furnished in the completion thereof. No pleas of ignorance of conditions or difficulties that may be encountered in the execution of the Work pursuant to this bid package as a result of failure to make necessary and reasonable examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill, in every detail, all of the requirements of the Contract Documents; nor will they be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time. Prior to the time specified for receiving bid submittals any interpretation or modifications of the proposed Contract documents will be made only by Addendum. The County will send a courtesy notification when addenda are issued to each person to whom attended a mandatory or non-mandatory pre-bid meeting, if applicable; and/or submitted Bidder Registration. It is the sole responsibility of the Bidders to check the County's website at https://www.polk-county.net/business/procurement/ "Notice of Bids" to ensure that all available information, addenda, has been received prior to submitting a bid. The County shall not be responsible for oral instructions.

1.12 The Bid Bond shall be for 5% of the amount bid and shall be submitted with the Bid Submittal. The Public Construction Bond shall be for 100% of the amount bid and, if called out in the contract, the allowance amount; and shall be submitted to procurement along with the executed contract documents as outlined under section 11.0, Approval of Contract. The Bid Bond and Public Construction Bond shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.

1.13 Unless exempt under Florida Statute, Bidder should furnish a copy of either their State of Florida Contractor Certification or their Florida Registration showing they are licensed in Polk County with its Bid Submittal. The Certification or Registration must be current and effective as of the Bid Submittal date and must be maintained throughout the life of the contract.

2.0 Pre-Qualifications

2.1 When a mandatory pre-bid meeting is specified, all Bidders must register prior to the conclusion of the meeting. Failure to do so will disqualify the firm from bidding. If there is a mandatory site visit, the Bidder must initial the registration sheet prior to completion of the visit to the site. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's registration sheet, or the Bidder's Submittal will be considered non-responsive.

2.2 It is the Bidder's responsibility to ensure that they comply with the above requirements.

3.0 Joint Venture

If a Joint Venture is contemplated, the Joint Venture Agreement between the parties must be submitted with the bid and the bid must be submitted in the name of the Joint Venture. Otherwise, the bid will be considered non-responsive.

4.0 Bid Errors

Where Bid Submittals have erasures or corrections, each erasure or correction should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. The County reserves the right to reject any Bid Submittal with such erasures or corrections where the accuracy or intent of said Bid Submittal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Submittal will govern. The County staff will verify the extension of the unit prices to verify the correct amount. The County's figures shall prevail.

5.0 No Bid

Should the bidder decide there is no interest in bidding, they should return the "Statement of No Bid".

6.0 Discounts

Discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.

7.0 Material and Construction

All material, equipment and construction furnished shall be new and shall be of good quality, workmanship and material. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed.

8.0 Conflict of Interest

The award hereunder is subject to the provisions of Florida Statutes, Chapter 112. All Bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the County or any of their agencies. All Bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the Bidder's firm or any of their branches.

9.0 Assignment of Contract

Bidder may not make any assignment of the resulting Contract between parties, in whole or in part, without prior written authorization as may be given at the sole discretion of the County.

10.0 Recommendation of Bid Award/Rejection of Bids

10.1 A bid may be recommended for award by the Procurement Director to the lowest responsive and responsible Bidder, provided that Bidder's bid submittal is considered (within the sole discretion of said Procurement Director) reasonable, in the best interest of County to recommend, and no bid protest has been filed. Unless otherwise noted, the basis of recommendation will either be the Base Bid, the Base Bid plus all alternates or any combination thereof, whichever is in the best interest of the County or may be determined by the availability of funds. Should the basis of award be the Base Bid plus selected alternates, the priority of the selection of those alternates will be set forth in the Supplementary Conditions if applicable. The successful Bidder to whom a bid is recommended for award will be so notified by County staff. The Procurement Director, however, at their sole discretion, reserves the right to reject any and all bid submittals or to waive any informality concerning the bid submittal whenever such rejection or waiver is in the best interest of the County. The Procurement Director, likewise, reserves the right to reject the bid submittal of any Bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; or who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, materialmen or employees.

10.2 As part of the recommendation of award by the Procurement Director, any actual bidder or proposed bidder who is allegedly aggrieved in connection with the solicitation or pending recommendation of award of a contract may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest regarding the recommendation of award may do so by submitting a non-refundable cashier's check in the amount of $1,000.00 with their initial protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. If no protests are received, the Procurement Director will work with the Procurement Analyst assigned to this bid to coordinate that the contract documents are executed by the recommended Bidder and placed on a Board agenda for approval by the Board and execution by the Chairman of the Board.

11.0 Approval of Contract

The recommended Bidder will be required to execute the contract documents as outlined in the bid package including, the Public Construction Bond, all signed exhibits and other required information stated in the supplemental conditions or any addendums. The executed documents should be returned to procurement within 10 working days of the documents being sent by procurement to the Bidder for execution. After the executed documents are received back by procurement they will be

given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

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

12.0 Security Forfeiture

If after Bidder's receipt of a notice of recommendation for award the successful Bidder refuses or otherwise neglects to execute and deliver the required Contract documents, including the Public Construction Bond, all signed exhibits, required insurance documents and other required information stated in the supplemental conditions or addendums within a reasonable time, the amount of the Bidder's bid security (Bid Bond) shall be forfeited and the recommendation of award shall be cancelled if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed contract documents be returned to procurement within 10 working days of the documents being sent by procurement to the recommended Bidder for execution. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

13.0 Laws, Codes and Regulations

The Bidder shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Bidder observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing prior to the Bid Receiving Date. Failure of the Bidder to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Bidder shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

14.0 Safety Requirements/Regulations

14.1 All Bidders are required to submit with their Bid Submittal or prior to award, Exhibit X, Safety Requirements/Regulations which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations, as interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.

14.2 The Bidder is hereby notified that if awarded the bid and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection

facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.

14.3 The Bidder is hereby notified that if awarded the bid they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The contractor shall furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the minimum national standard for traffic control for highway construction, maintenance, and utility operation.

15.0 Liquidated Damages

Bidders are hereby advised that if the Contract documents so indicate, a reasonable amount for liquidated damages may be assessed for Contractor's failure to meet stated specifications, schedule, or other relevant issues as determined by the County. Information regarding the composition of liquidated damages can be found in the Supplementary Conditions. The liquidated damages are not intended as a penalty.

16.0 Standard Basis for Bidding

Where a particular system, product or material is specified by name, it shall be considered as a standard basis for bidding and as the most satisfactory for its particular purpose. Where two or more products, materials or manufacturers are specified by name, each shall be considered as a predetermined equal and acceptable for its particular purpose; and the bidder may use any of the listed items within their bid.

17.0 Preconstruction Conference

After the Board has approved the Bidder's executed contract and prior to the start of construction, a joint meeting may be held with representatives of the successful Bidder, the County and other invited parties or government agencies which may be affected by or have jurisdiction over the Work.

18.0 Florida Public Entity Crime Statute

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is

otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

19.0 Preference for Drug-Free Workplace

Whenever two or more bids which are equal with respect to price, quality and service are received; preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Florida Statutes, Section 287.087. If there are two or more bids that are equal and also certifies as a drug free workplace, then the tie bid shall be broken as per the Polk County Procurement Procedures.

20.0 Requirement to list Subcontractors

The successful Contractor shall provide a list of all proposed subcontractors, other persons or entities (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. The list must contain all subcontracted areas of work including those areas of work being self-performed. The total of work noted on this list must match the bid amount stated on Part C, Bid Submittal.

In addition, the successful Contractor should provide documentation reflecting their "Good Faith Effort" in securing the services of minority owned businesses for any appropriate subcontracted areas of work. This documentation shall be noted on Exhibit VI-B, Good Faith Effort, and shall be provided upon request by Procurement Staff.

21.0 Women/Minority Business Enterprise Outreach (WMBE's)

The County hereby notifies all Bidders that W/MBE's are to be afforded a full opportunity to participate in any bid by the County and will not be subject to discrimination on the basis of race, color, sex or national origin. The County asks that Bidders make good faith efforts to use qualified W/MBE subcontractors in preparing their bid. The W/MBE's must be identified as such on the subcontractors list. Bidders are encouraged to contact the Supplier Diversity Office, at (863) 534-5959 for assistance. If a Bidder makes a good faith effort to find and utilize qualified W/MBE subcontractors, but is not successful, they have fulfilled the Good Faith Effort required. Good Faith Effort shall be described as the effort put forth by bidders on construction bids to solicit prices from women/ minority contractors.

22.0 Equal Opportunity for Contractors and Subcontractors

Pursuant to U.S. Executive Order 11246, as amended, you are advised that under the provisions of government contracting, and in accordance with the Executive Order, contractors and subcontractors are obliged to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

23.0 Additions/Revision/Deletions

Additions, revisions or deletions to the general conditions, specifications or bid price sheets by a Bidder that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

24.0 Unit Prices

Unless otherwise stated in this document unit prices will be utilized to adjust the total compensation due the successful Bidder based on actual quantities provided as part of the Work and verified by the County. Significant changes in quantities, including deletion of any particular item are possible. Negotiation of unit prices shall not be allowed except under conditions of Force Majeure, where those conditions are sufficiently documented to the full satisfaction of the County. No other claim to negotiate unit prices will be considered.

25.0 Code of Ethics

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

26.0 Questions

All questions must be submitted in writing and addressed to the appropriate person in the Procurement Division by the specified date and time as listed on page IB-1. The bid cover sheet provides the name of the Procurement Division contact person, as well as their phone number, fax number and e-mail address.

27.0 Bid Protest

Procedures for filing a protest may be obtained from the County's Procurement Division. Failure to follow the bid protest procedure requirements within the time frames prescribed herein as established by the County shall constitute a waiver of the Bidder's right to protest and any resulting claims.

28.0 Prohibition Against Considering Vendor Interests

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

29.0 Local Preference

It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed $3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the

opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

30.0 Vendor Preference

It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed $3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located

outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any deferral, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

PART B – CONDITIONS OF CONTRACT

GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 The Contract Documents comprise the entire contract between the County and the Contractor.

ARTICLE 2 – DEFINITIONS

2.1 Whenever used in any of the Contract Documents, the following meaning shall be given to the terms herein defined:

2.1. The term **"Addendum" or "Addenda"** means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the County to prospective Bidders prior to the time of receiving Bids.

2.2. The term **"Allowance Authorization Release"** means the written pre-approval forms signed by the County Manager or their designee for all allowance work.

2.3. The term **"Allowance Work"** means work that may not have been in the specifications and is deemed by the County to be necessary.

2.4. The term **"Application for Payment"** means the pay request accepted by the Construction Project Manager and the County which is to be used by the Contractor in requesting progress or final payments that is accompanied by such supporting documentation as is required by the Contract Documents.

2.5. The term **"Bid Submittal"** means the offer or submittal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

2.6. The term **"Bonds"** means the Bid and Public Construction Bond and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

2.7. The term **"Change Order"** means any change that requires the County's approval and either includes a change in the work or a change in the Contract Time.

2.8. The term **"Construction Change Directive"** means any change initiated by the County where a change order has not been agreed to between the County and the Contractor.

2.9. The term **"Construction Project Manager"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the construction management services for the Work. The Construction Project Manager can also be the County Project Manager.

2.10. The term **"County Project Manager"** means the Polk County representative in charge or employed by the County, for the purpose of directing or being in charge of the work embraced in this Contract.

2.11. The term **"Contract"** means the Contract executed by the County and the Contractor.

2.12. The term **"Contractor"** means the person, firm or corporation entering into the Contract with the County to construct and install the improvements embraced in this Contract.

2.13. The term **"Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers"** means the form that the Contractor must execute and submit with each Application for Payment certifying that the Contractor has paid all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed.

2.14. The term **"Contract Documents"** means and shall include the following: Special Conditions, Construction Plans, Drawings, Relocation Schedule Permits, Instruction to Bidders, General Conditions, Exhibits, Supplementary Conditions, Technical Reports, Technical Specifications, Bid Submittal, Bid and Public Construction Bonds, all Addenda issued by the County, Certificates of Insurance, Permits, Notice of Award, Allowance Authorization Release Form, Change Order Form, Substantial Completion Form and Final Completion Form duly delivered after execution of Contract.

2.15. The term **"Contract Time"**, unless otherwise provided, means the period of time including adjustments by Change Order, allotted in the Contract Documents for final completion of the work.

2.16. The term **"County"** means Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2.17. The term **"Day"** shall be a calendar day unless otherwise defined in the Contract Documents. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a County Holiday as set forth below, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

When the Contract Time is specified as calendar days, workdays will be established in the Special Conditions. Workdays are defined as those days of the week and hours of the day that the Contractor may perform the scope of work defined in the Bid Document. The following County Holidays are non-work days and are included in the original contract time. The County will not grant additional days for workdays that fall on County Holidays. County Holidays are: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day, all as adopted by the Board of County Commissioners. The Contractor may request permission to work on a County Holiday. The Contractor shall submit their request to work on a County Holiday a minimum of seven

(7) calendar days in advance of the Holiday. However, the County is under no obligation to approve such request, and approval to work on a County Holiday is at the sole discretion of the County.

2.18. The term **"Drawings"** means the Drawings or construction plans listed in Part F.

2.19. The term **"Effective Date of the Contract"** means the date on which the contract has been approved by the Board of County Commissioners.

2.20. The term **"Engineer of Record (EOR)"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the design engineering services for the Work. The Engineer of Record can also be the County Project Manager.

2.21. The term **"Field Order"** means a written direction to the Contractor from the **Construction Project Manager** that modifies Drawings and Specifications without changing Contract Price or Contract Time.

2.22. The term "**Final Completion**" means completion of all Work associated with the construction of the project, including all incomplete items, those items to be re-worked, and all contract close out documentation (i.e., Owner's Manuals, final as-builts and record drawings, and final application for payment).

2.23. The term **"Free on Board" (FOB)** means the cost of the goods including the shipment to the job site.

2.24. The term **"Good Faith Efforts"** means documented efforts to secure the participation of women and/or minority-owned subcontractors utilizing available resources to assist Bidder.

2.25. The term **"Lump Sum"** means that portion of the total contract amount that is fixed as a result of the amount of the bid submitted by the Contractor. If there is no "Allowance for Work" this amount is the total Contract amount. If there is an "Allowance for Work" then the bid price and the amount of the "Allowance for Work" becomes the total Contract amount

2.26. The term **"Not to Exceed"** means that portion of the total Contract amount described as "Allowance for Work" that along with the amount of the bid submitted by the Contractor becomes the total Contract amount. Changes in the Work submitted by the Contractor that are eligible and approved for funding from the "Allowance for Work" shall not exceed the amount provided a "Allowance for Work" either in a single request or cumulative during the performance of the Work.

2.27. The term **"Notice of Award"** means the written notice issued by the County to the successful bidder.

2.28. The term **"Notice to Proceed"** means a written notice issued by the Procurement Division to the Contractor fixing the date on which the Contract Time will commence and the final completion date which is based on the number of contract days.

2.29. The term **"Project Area"** means the Roadway Project as defined in Section 1 of the Special Conditions.

2.30. The term **"Procurement Director"** means the Director of Polk County Procurement Division or their authorized representatives.

2.31. The term **"Start Date"** means the date of commencement of the work.

2.32. The term **"Subcontractor"** means a person or entity who has direct contact with the Contractor to perform a portion of the Work, to include a person or entity who provides equipment to support completion of the Work under an equipment-rental agreement.

2.33. The term "**Substantial Completion**" means the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents, so the County can occupy or utilize the work for its intended purpose.

2.34. The term **"Supplier"** means a person or entity that furnishes materials or equipment that is incorporated into the Work or that is stockpiled within the Project Area or a nearby vicinity for which the County has made partial payment.

2.35. The term **"Technical Reports"** means the reports issued by the County or the Project Manager consisting of written technical material such as soil reports.

2.36. The term **"Unit Price"** means the amount stated in the contract documents as a price per unit of measurement for materials or services required in the work.

2.37. The term "**Utility Work by Roadway Contractor"** means utility plans prepared by a utility owner and made part of this Contract by agreement with the County.

2.38. The term **"Work"** means the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor; furnishing and incorporating material and equipment in the construction; performing or furnishing services; and furnishing documents, all as required by the Contract Documents.

2.39. The term **"Requests for Information (RFI)"** means a written document initiated by the Contractor that is submitted to the Construction Project Manager for coordination with the County and others on a response to any of the following issues:

a. Interpretation of a contract document provision, the meaning of which, is not clear to the Contractor;
b. Errors, omissions or conflicts in the contract documents that are identified by the Contractor; or
c. Pay adjustment or entitlement.

The Construction Project Manager will respond to RFI's within fourteen (14) calendar days from the date received.

ARTICLE 3 – PRELIMINARY MATTERS

3.1 Delivery of Bonds

3.1. When the **Contractor** delivers the executed Contract to the **County**, the **Contractor** shall also deliver to the **County** such Bonds and insurance as may be required in accordance with these Contract Documents.

3.2. Copies of Documents

3.2.1. After the award of the Contract, the **County** shall furnish the **Contractor**, at no cost, five (5) sets of plans and one (1) Contract Document for execution of the work. Additional sets will be supplied at the discretion of the user divisions.

3.3. Commencement of Contract Time; Notice to Proceed

3.3.1. The Contract Time shall commence as established in the Notice to Proceed. A Notice to Proceed may be given at any time after the execution of the Contract by the Chairman of the Board of County Commissioners and after a pre-construction meeting, if applicable.

3.4. Starting the Work

3.4.1. The **Contractor** shall begin the Work on the start date established in the Notice To Proceed: No work shall be done prior to the date on which the Contract Time commences. Any work performed by the **Contractor** prior to the date on which Contract Time commences shall be at the sole risk of the **Contractor**.

3.5. Before Starting Construction

3.5.1. Before undertaking each part of the Work, the **Contractor** shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon and all applicable field measurements. The **Contractor** shall promptly report, in writing, to the **Construction Project Manager** and the **County** any conflict, error, ambiguity or discrepancy which the **Contractor** may discover and shall obtain a written interpretation or clarification from the **Construction Project Manager** before proceeding with any Work affected thereby. The **Contractor** shall be liable to the **County** for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if the **Contractor** knew or reasonably should have known thereof.

3.5.2. Prior to the Notice to Proceed (unless otherwise specified in the General Requirements), the **Contractor** shall submit to the **Construction Project Manager** and the **County** for review and ultimate approval the following:

3.5.2.1. A preliminary schedule of the required shop drawings and submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal.

3.5.2.2. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price. The schedule of values should subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction with sufficient breakdown of lump sum prices to identify items of work. Such amounts will include an appropriate amount of overhead and profit applicable to each item of work. A copy of the schedule of

values, with the appropriate bid number and the appropriate W/MBE classification in accordance with Section 17.1 shall be sent to the Procurement Division at 330 West Church Street, Bartow, Florida 33831.

3.5.2.3. A Construction Schedule according to FDOT Specification 8-3.2, Submission of Working Schedule as detailed in the Specification Package included in this Contract. This construction schedule shall be updated and accompany every application for payment submitted. Should the updated construction schedule show any portion of the Work to be behind, the Contractor shall submit with the updated construction schedule a detailed plan for recovery. This updated construction schedule shall be reviewed and approved by the Construction Project Manager or the County at the time of a construction progress meeting that coincides with the submission of the progress application for payment. Failure to submit this recovery plan with the updated construction schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.

3.5.2.4. If a Traffic Control Plan (TCP) is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an alternative TCP according to the requirements FDOT Standard Specification 102-4 Alternative Traffic Control Plan for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.

3.5.2.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form (Contract Exhibits XXII and XXIII) to the Construction Project Manager at least ten (10) working days prior to a road closure and at least seven (7) working days prior to a lane closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

3.5.3. Prior to the effective date of the Contract, the **Contractor** shall deliver to the **County**, with copies to each additional insured identified in the Supplementary Conditions, an original certificate of insurance (and other evidence of insurance which the **County** may reasonably request) which the **Contractor** is required to purchase and maintain in accordance with Article 6.

3.5.4. Before any Work at the site is started, a pre-construction meeting attended by the **Contractor, County Project Manager, Procurement Representative, Construction Project Manager** and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 3.5.2, procedures for handling shop drawings and other submittals, processing applications for payment, maintaining required records, and establishing the Notice to Proceed date. After the pre-construction meeting, the **Contractor** shall have ten (10) calendar days to make corrections and adjustments to their schedules and resubmit to the County for review and acceptance. No progress payment shall be made to the **Contractor** until the schedules are submitted to and deemed acceptable by the **Construction Project Manager**; but such acceptance will neither impose on the

Construction Project Manager responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility.. The **Contractor's** schedule of shop drawings and submittals will be acceptable to the **Construction Project Manager** as providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values shall be approved by the **Construction Project Manager** and the **County** as to form and substance.

3.5.5. The **Contractor**, in addition to preparing an initially acceptable schedule, shall be responsible for maintaining the schedule, including updating the schedule. Schedule updates shall include progression of work as compared to scheduled progress of work. SCHEDULE UPDATES MUST ACCOMPANY EACH PAY REQUEST

ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE

4.1 Precedence

4.1.1. The Contract Documents comprise the entire agreement between the **County** and the **Contractor** concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Laws of the State of Florida; Venue shall be Polk County.

4.1.2. Unless otherwise specified in the Contract Documents, these General Conditions and the Contract Special Conditions replace the current Division I of the FDOT Standard Specification for Road and Bridge Construction. Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions current at the time of the bid, shall apply to this project. The applicable publication date of this document is prescribed in the plans.

4.1.3. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe the Work, material or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the drawings and specifications shall be issued by the Construction Project Manager.

4.1.4. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 4.3.1 or 4.3.2, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the

performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

4.1.5. Reference to standards, specifications, manuals or codes of any technical society, organization or associations, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, version, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

4.1.6. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

4.1.7. The Contractor shall keep adequate records and supporting documentation applicable to the Work and Contract. Said records and documentation shall be retained by the Contractor for a minimum of five (5) years from the date of final completion or termination of this Contract. The County shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The County, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and supporting documentation.

4.2. Conflicts

4.2.1. If, during the performance of the Work, the **Contractor** discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in 7.4, the **Contractor** shall report it to the **Construction Project Manager** and **County Project Manager** in writing at once via the Request for Information (RFI) process; and the **Contractor** shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.13) until receiving written direction from the **Construction Project Manager** or an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in 4.3.1 or 4.3.2.

4.2.2. No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the **County, Contractor** or **Construction Project Manager**, or any of their subcontractors, consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the **County**, **Construction Project Manager** or any of the **Construction Project Manager's** consultants, agents or employees any duty or authority to supervise

or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

4.3. Amending

4.3.1. The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization.

4.3.2. In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by a Field Order or the **Construction Project Manager's** written interpretation or clarification.

4.4. Reuse of Documents

4.4.1. The **Contractor**, any Subcontractor, Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the **County** shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the **Construction Project Manager** or the **Construction Project Manager's** consultant; and shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of the **County** and specific written verification or adaption by the **Construction Project Manager.**

ARTICLE 5 – PROJECT CONDITIONS

5.1 Availability of Lands

5.1.1. The **County** shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the **Contractor.**

5.1.2. Any additional lands, rights-of-way and easements not furnished by the **County** that the **Contractor** deems necessary, including but not limited to requirements for temporary construction facilities, access and egress, or for storage, shall be obtained in writing from the affected landowner by the **Contractor** at no increase in contract price or extension in contract time, and **Contractor** shall confine his operations to those areas furnished by the **County** or obtained at its expense. The **Contractor** shall hold the **County** harmless for all liabilities associated with said work outside the project area. Before mobilizing or storing any materials or equipment, the **Contractor** shall identify the areas to be used for storage in writing to the **County**. If property other than **County** right-of-way is proposed for storage, the **Contractor** shall provide the **County** a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

5.2. Subsurface and Physical Conditions

Copies of any reports of exploration and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents are included in the Contract Documents.

5.3. Limited Reliance by Contractor Authorized Technical Data

The **Contractor** may rely upon the general accuracy of the "technical data" contained in reports and drawings provided by the **County**. Such "technical data" is identified in the Contract Documents. Except for said reliance on such "technical data," the **Contractor** may not rely upon or make any claim against the **County, the Construction Project Manager** or any of the **Construction Project Manager's** consultants with respect to:

5.3.1.1. the completeness of these reports and drawings for the **Contractor's** purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the **Contractor** and safety precautions and programs incident thereto; or

5.3.1.2. other data, interpretations, opinions and information contained in said reports or shown or indicated in said drawings; or

5.3.1.3. any **Contractor** interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

5.4. Unknown or Concealed Conditions (Excluding Existing Utilities)

5.4.1. If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the **Contractor** shall give the **County** notice, through the **Construction Project Manager**, immediately before conditions are disturbed and in no event no later than 24 hours after first observance of the conditions.

5.4.2. The **Project Manager** and the **Construction Project Manager** shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the **Contractor's** cost of, or time required for, performance of any part of the Work, the **Project Manager** and the **Construction Project Manager** shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the **Project Manager** and the **Construction Project Manager** determine that the conditions at the site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the **Construction Project Manager** shall notify the **Contractor** of the determination in writing. The Work shall be performed after the **Construction Project Manager** provides direction.

5.5. Physical Conditions – Underground Facilities

5.5.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and

data furnished to the **County** or the **Construction Project Manager** by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

5.5.1.1. The **County** and the **Construction Project Manager** shall not be responsible for the accuracy or completeness of any such information or data; and

5.5.1.2. The cost of the following will be included in the Contract Price and the **Contractor** shall have full responsibility for (i) reviewing and checking all such information and data; (ii) locating all Underground Facilities shown or indicated in the Contract Documents; (iii) coordination of the Work with the owners of such Underground Facilities during construction; and (iv) the safety and protection of all such Underground Facilities as provided in 7.11 and repairing any damage resulting from the Work.

5.5.2. If an Underground Facility is uncovered or revealed within the project which was not shown or indicated in the Contract Documents, the **Contractor** shall, promptly after becoming aware of and before further disturbing conditions affected by or performing any Work in connection therewith (except in an emergency as required by 7.14), identify the owner of such Underground Facility and give written notice to that owner and to the **County** through the **Construction Project Manager**. The **County Project Manager** and the **Construction Project Manager** will promptly review the Underground Facility and determine the appropriate course of action, if any. If the **County Project Manager** concludes that a change in Contract time is required, a Change Order will be issued as provided in Article 13 to reflect and document such consequences. During such time, the **Contractor** shall be responsible for the safety and protection of such Underground Facility as provided in 7.11. If the **County** and the **Contractor** are unable to agree on the length of time of any such adjustment in Contract Time, the **Contractor** may make a claim as provided in Article 13. However, the **County** and the **Construction Project Manager** shall not be liable to the **Contractor** for any claims, costs, losses or damages incurred or sustained by the **Contractor** on or in connection with any other project or anticipated project.

5.6. Engineering and Layout

5.6.1. Control Points Furnished by the **County**: The **County** will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the project to facilitate the proper layout of the work. Normally, the **County** will furnish only one bench mark for water crossings. Preserve all reference points and bench marks that the **County** furnishes. As an exception to the above, for projects where the plans do not show a centerline or other survey control line for construction of the work (e.g., resurfacing, safety modifications, etc.) the **County** will provide only points marking the beginning and ending of the project, and all exceptions.

5.6.2. Furnishing of Stake Materials: Furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the work.

5.6.3. Layout of Work: Utilizing the control points furnished by the **County** in accordance with 5.6.1, establish all horizontal and vertical controls necessary to construct the work in

conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items. When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.

5.6.4. Specific Staking Requirements: When performing new base construction as part of the project, set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work no greater than 50 feet on tangents and 25 feet on curves. Set grade stakes at locations that the **County** directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.

5.6.4.1. For bridge construction stakes and other control, set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the plans.

5.6.4.2. For projects where the plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), provide only such stakes as necessary for horizontal and vertical control of work items.

5.6.4.3. For resurfacing and resurfacing-widening type projects, establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement.

5.6.4.4. Establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, establish these points in the same manner as used for horizontal control of paving operations. Mark the pavement with white paint. If performing striping, the **County** may approve an alternate method for layout of striping provided that the **Contractor** achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.

5.6.4.5. For projects that include temporary or permanent striping of "no passing zones", provide the location and length of these zones as shown in the plans, except projects where the vertical or horizontal alignment is new or altered from preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the **County** will provide the location and length of the "no passing zones" during construction. For these projects, notify the **Construction Project Manager** not less than twenty-one (21) calendar days prior to beginning striping.

5.6.4.6. For all projects, set a station identification stake at each right-of-way line at 100 foot intervals and at all locations where a change in right-of-way width occurs. Mark each of these stakes with painted numerals, of a size readable from the roadway, corresponding to the project station at which it is located. As an exception to the above, for projects where plans do not show right-of-way lines, set station identification stakes at locations and intervals appropriate to the type of work being done. For resurfacing and resurfacing/widening projects, set station identification stakes at 200 foot intervals.

5.6.5. Personnel, Equipment, and Record Requirements: Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons in the employ of the **County** for performance of layout work. Keep adequate field notes and records while performing as layout work. Make these field notes and records available for the **Construction Project Manager** review as the work progresses, and furnish copies to the **County** at the time of completion of the project. The Engineer's inspection, checking, or acceptance of the **Contractor's** field notes or layout work does not relieve the **Contractor** of his responsibility to achieve the lines, grades, and dimensions shown in the Contract Documents. Prior to final acceptance of the project, mark, in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the **County.**

5.6.6. Payment: Include the cost of performing layout work as described above in the Contract unit prices for the various items of work that require layout.

5.7. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

5.7.1. The **County** shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive material or any hazardous material uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The **County** shall not be responsible for any such material brought to the site by the **Contractor**, Subcontractor, Suppliers or anyone else for whom the **Contractor** is responsible.

5.7.2. The **Contractor** shall immediately: (i) stop all work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by 7.13); and (ii) notify the **County** and the **Construction Project Manager** (and thereafter confirm such notice in writing). The **County** shall promptly consult with the **Construction Project Manager** concerning the necessity for the **County** to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. The **Contractor** shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after the **County** has obtained any required permits related thereto and delivered to the **Contractor** special written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such Work may be resumed safely.

5.7.2.1. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such work stoppage or such special conditions under which Work is agreed by the **Contractor** to be resumed, either party may make a claim therefore as provided in Articles 12 and 13.

5.7.3. If, after receipt of such special written notice, the **Contractor** does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then the **Contractor** may order such portion of the

work that is in connection with such hazardous conditions or in such affected area to be deleted from the Work. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 12 and 13. The **County** may have such deleted portion of the Work performed by the **County's** own forces or others in accordance with Article

5.7.4. The provisions of 5.2 and 5.5 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

Article 6 - BONDS, INSURANCE, INDEMNIFICATION

6.1 Public Construction Bond and Other Bonds

6.1.1. The **Contractor** shall furnish a Public Construction Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount recommended for award, as security for the faithful performance and payment of all the **Contractor's** obligations under the Contract Documents. This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2. The **Contractor** shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

6.1.3. The bonds required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Contract Documents.

6.1.4. If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County**.

6.2. Warranty / Maintenance Bond

6.2.1. The **Contractor** shall provide the required Warranty / Maintenance Bonds according to the requirements of the FDOT Standard Specifications for Road and Bridge Construction. Typically, a Warranty/Maintenance Bond is required for Landscaping or Traffic Signal work.

6.3. Certificates of Insurance

6.3.1. All insurance required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from an insurance company that is duly licensed or authorized in the State of Florida to issue insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Contract Documents.

6.3.2. The **Contractor** shall deliver to the **County**, with copies to each additional insured identified in 6.4.1, certificates of insurance (and other evidence of insurance requested by the **County** or any other additional insured such as policy endorsements and copies on actual insurance policies if requested) which the **Contractor** is required to purchase and maintain in accordance with 6.4.1.

6.4. Contractor's Liability Insurance

6.4.1. The **Contractor** shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from the **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract Documents, whether it is to be performed or furnished by the **Contractor**, subcontractor, supplier or anyone for whose acts any of them may be liable. The **Contractor** shall purchase and maintain insurance in force during the contract period with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category, and acceptable to the **County** the following insurances. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida:	Yes
Employer's Liability:	$100,000
All States Endorsement:	Statutory
USL & H Endorsement:	Statutory
Voluntary Compensation:	Statutory

b. Commercial General Liability Insurance, naming the County as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed $25,000.

Aggregate Combined:	$5,000,000
Each Occurrence:	$5,000,000
M&C/CGL:	$5,000,000
Broad Form CGL:	$5,000,000
Contractual Liability:	$5,000,000
Products:	$5,000,000

Completed Operation:	$5,000,000
Personal Injury:	$5,000,000
Independent Contractors:	$5,000,000
XCU Property Damage Excel:	$5,000,000
Umbrella Liability:	
Contractors Pollution Legal Liability:	$5,000,000

Regarding Completed Operations Liability:	Continue coverage in force for two (2) years after **County's** acceptance of the project.

c. Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily injury & Property Damage Liability	$5,000,000
Combined Single Limit Each Accident	

6.4.2. These policies will provide that:

1) The insurer(s) waive their rights of subrogation against the **County**, their officials, employees, agents and consultants for Workers' Compensation and General Liability.
2) The **County**, a political subdivision of the State of Florida, shall be named as an additional insured with respect to liability arising from the work performed for the **County** by the **Contractor** (as defined by the scope of this bid and subsequent contract) for Automotive and General Liability policies of insurance. This should be stated on Certificate(s) of Insurance and subsequently endorsed into the policies. A thirty (30) day written notice of cancellation and ten (10) day notice of non-payment is required. Renewal notices to be sent to the Procurement Division.
3) The **Contractor** shall not be given Notice to Proceed under this contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the **County**. The original insurance certificates shall be given to:

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005

6.4.3. The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

6.4.4. Notwithstanding any other provision of these documents to the contrary, the **Contractor** shall not provide Builder's Risk or Architects' and Engineers' Construction Project Manager Liability Insurance unless specially requested by the **County**. The **County** has Builder's Risk coverage and will provide the **Contractor** with appropriate Certificate of Insurance upon request. The County's Builder's Risk policy does not insure the **Contractor's** tools, machinery or equipment that is stored at the job site. If the **Contractor** is required to store tools, machinery or equipment at the job site, the **Contractor** should provide insurance in the form of an equipment floater for the **Contractor's** tools and equipment. The **County** should be named as an additional

insured on the **Contractor's** policy, with an appropriate waiver of subrogation as to any claims the **Contractor** or the Contractor's insurer may have against the **County** arising from the storage of the **Contractor**'s tools and equipment.

6.4.5. The **Contractor** shall not allow a subcontractor to work on a project without either subcontractor carrying their own Workers' Compensation and Liability insurance or the **Contractor** covering the subcontractor under their policies. The policy is the same for each succeeding sub-tier contractor. The **County** may request proof of such coverage for any subcontractor at any time during the project.

6.4.6. Any additional insurance, if required, will be set forth in the Special Conditions.

6.5. Receipt and Application of Insurance Proceeds

6.5.1. Any loss for Builders Risk under the policies of insurance required by this Contract shall be payable to the **County,** as loss payee, for the insured as their interest may appear. The **County** shall account for all money received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced; the money so received applied on account thereof; and the work and cost thereof covered by an appropriate Change Order or written amendment as determined by the **County**.

6.5.2. The **County**, as loss payee has the power to adjust and settle any loss with the insurers. If such objection is made, the **County**, as loss payee, shall make settlement with the insurers in accordance with such agreement as the parties and interests may reach. If no such agreement among the parties and interests is reached, the **County**, as loss payee, shall adjust and settle the loss with the insurers.

6.6. Indemnification

6.6.1. The **Contractor** shall indemnify, defend (by counsel reasonably acceptable to **County**) and hold harmless the **County** and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorney fees, including, but not limited to or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss or expenses (a) is attributable to bodily injury, personal injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

6.6.2. In any and all claims against the **County** or any of its agents or employees by any employee of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the **Contractor** or any

subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.6.3. The **Contractor** shall indemnify and hold harmless the **County** and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

7.1.1. The **Contractor** shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Contract Documents. The superintendent shall speak and understand English and have at least one other responsible person who speaks and understands English. The superintendent shall not be replaced without written notice to the **County**, through the **Construction Project Manager**, except under extraordinary circumstances. Prior to the commencement of the Work the **Contractor** shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the **County** the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the **County** may require the **Contractor** to assign a different superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before. The superintendent will be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor.** All communications to the superintendent shall be as binding as if given to the **Contractor**. If during the commencement of the work, the **County** is not satisfied with the superintendent's work, the **County** shall have the right to request a replacement superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before.

7.1.2. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.2. Labor, Material and Equipment

7.2.1. The **Contractor** shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The **Contractor** shall at all times maintain good discipline and order on the site.

7.2.2. The **Contractor** shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and

completion of the Work as required by the Contract Documents. Equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the **Contractor** and the **Contractor** shall immediately notify the **County** and the **Construction Project Manager** of the incident and cleanup / repair efforts. The **Contractor** shall clean up and dispose of any hazardous material according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the **County**.

7.2.3. All material and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. The **Contractor** shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the **County** immediately upon delivery or as soon thereafter as is practical. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed, as approved by the **Construction Project Manager**.

7.2.4. All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Contract Documents.

7.3. Substitute Material or Equipment

7.3.1. If the **Contractor** wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the **Construction Project Manager** and the **Project Manager** for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written approval of the **Construction Project Manager.** The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the **Project Manager** and the **Construction Project Manager** in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the **Construction Project Manager** shall be by Change Order.

7.3.2. This paragraph applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the **Contractor** for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the end result. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The **Contractor** must state that they are submitting a VECP proposal. The VECP shall be submitted to the **County** through the **Construction Project Manager**. The **County** reserves the right to reject, at their

discretion, any VECP submittal. As a minimum, the following information shall be submitted by the **Contractor** with each VECP:

1) A description of the difference between the existing contract requirement and the proposed change;

2) The comparative advantages and disadvantages; and

3) Separate detailed cost estimates for both the existing contract requirement and the proposed change.

If a VECP is approved by the **County**, the **Contractor** may be entitled to share in the savings up to fifty percent (50%).

7.4. Concerning Subcontractors

7.4.1. The **Contractor** shall be fully responsible for all acts and omissions of their Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the **Contractor**. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the **County** or any obligation on the part of the **County** to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The **County** may furnish to any Subcontractor, to the extent practical, evidence of amounts paid to the **Contractor** for specific Work done.

7.4.2. The **Contractor** shall identify and provide information on Subcontractors, Suppliers and other persons or organizations which shall be used by the **Contractor**, in accordance with requirements of the Contract Documents.

7.4.3. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the **Contractor** in dividing work among Subcontractor or delineating the Work to be performed by any specific trade.

7.4.4. The **Contractor** agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions and Supplementary Conditions, for the benefit of the **County.**

7.4.5. All Work performed for the **Contractor** by a Subcontractor shall be pursuant to an appropriate written agreement between the **Contractor** and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the **County** as trustee. The **Contractor** shall pay each Subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the **Contractor** under this insurance.

7.5. Patent Fees and Royalties

7.5.1. The **Contractor** shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The **Contractor** shall indemnify and hold harmless the **County** and its employees and agents from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

7.6. Permits

7.6.1. The **Contractor** shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. These costs are considered incidental to the Work. Permits, if any, that are provided and paid for by the **County**, are listed in the Contract Documents. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.

7.6.2. As required by the appropriate Water Management District (WMD), before beginning any dewatering activities, (whether it is discharged offsite or not), the WMD must be notified. The **Contractor** shall provide the **County** with a forty eight (48) hour advance notification of any de-watering activities so the **County** can properly notify the WMD. If the **Contractor**'s dewatering activity results in offsite discharge to wetlands or surface waters, a permit modification of the original construction permit would be required. Furthermore, if the **Contractor**'s dewatering activity results in offsite discharge to wetlands or surface waters, the **Contractor** is to prepare a written dewatering plan and submit said plan to the **County** and the appropriate WMD for approval. The cost for preparing the dewatering plan, the installation thereof and the dewatering shall be included in the unit price for the work requiring dewatering.

7.7. Laws and Regulations

7.7.1. The **Contractor** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the **Contractor** observes that any of the Contract Documents are contradictory to such laws, rules and regulations, it will notify the **Construction Project Manager** promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If the **Contractor** performs any Work that they know or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the **Construction Project Manager**, the **Contractor** shall bear all related costs.

7.8. Taxes

7.8.1. The **Contractor** shall pay all sales, consumer, use and other similar taxes required to be paid by the **Contractor** in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the Work.

7.9. Use of Premises

7.9.1. The **Contractor** shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents. The **Contractor** shall not unreasonably encumber the site with material and equipment. Any loss or damage to the **Contractor's** or any Subcontractor's equipment is solely at the risk of the **Contractor.**

7.9.2. During the progress of the Work, the **Contractor** shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminates resulting from the Work. At the completion of the Work, the **Contractor** shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The **Contractor** shall leave the site clean and ready for occupancy by the **County** at substantial completion of the Work. All disposals shall be in accordance with applicable laws and regulations. In addition to any other rights available to the **County** under the Contract Documents, the **Contractor**'s failure to maintain the site may result in withholding any amounts due the **Contractor**. The **Contractor** shall restore to original condition all property so designated for alteration by the Contract Documents.

7.9.3. The **Contractor** shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

7.10. Record Documents

7.10.1. The **Contractor** shall maintain in a safe place at the site, one (1) record copy of all Drawings, Specifications, Addenda, Permits, Change Orders, Change Requests, Field Orders correspondence, field test records, **Contractor**'s daily reports and construction photographs, and written interpretations and clarifications in good order, and annotated to show all changes made during construction. These record documents, together with all approved samples and shop drawings, will be available at all times during regular working hours to the **Construction Project Manager** and the **County**. In addition, the **Contractor** shall submit on a daily basis, two (2) copies of the preceding day's daily report to the **County** through the **Construction Project Manager**. The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well organized manner and are to include the elevation and plan location of all utilities, structures, etc., encountered or installed. A "record" survey book shall be kept and shall include the following items:

1. The location and elevation of all existing Underground Facilities, utilities and structures, etc. encountered.
2. The finished location and elevation of all Underground Facilities, utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, curbs, driveways, pavement and any and all underground structures.

7.10.2. All record notes shall be kept in book(s) designed "record" and no other survey notes will be kept in such books. The **Contractor** will be required to review with the **County** the status of the "as built" plans and the record survey notes in connection with the **County** evaluation of each Application for Payment. Failure to maintain record documents current shall be just cause to withhold payments for Work performed. Upon completion of the Work, the **County** shall deliver to the **Contractor** a reproducible set of current Plans. The **Contractor** will transfer all his "as-built" information to these reproducibles and deliver the resultant as-built set of plans, together with the record survey book to the **Construction Project Manager** for the **County**. Each completed set of "As-Built" drawings must include on its face, a certified statement by the **Contractor** that the set of "As-Builts" drawings accurately depicts the actual Work as constructed. "As-Built" drawings must meet WMD requirements and at a minimum shall include roadway template data on 100' cross sections including curb elevations, structure invert elevations and outfall elevations.

7.11. Safety and Protection

7.11.1. The **Contractor** shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Work and other persons who may be affected by it.
2. All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The **Contractor** shall assume all risk of loss for stored equipment or material, irrespective of whether the **Contractor** has transferred the title of the stored equipment or material to the **County.**
3. Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
4. When the performance of the Work requires the use of shoring, sheet piling and other special construction related to excavation, and when required by Laws or Regulations, the **Contractor** shall cause the design of said shoring, sheet piling and other special construction to be performed by a registered Construction Project Manager engineer licensed in the State of Florida. The **Contractor** shall submit, as a Shop Drawing, a certification by the registered engineer, stating that it has complied with this requirement. The **Contractor** shall meet all requirements of such designs prepared by a registered engineer. In addition to any requirements imposed by law, the **Contractor** shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work.

7.11.2. The **Contractor** is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The **Contractor** shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The **Contractor** is required to comply with OSHA Standards regardless of the number of employees they may have.

7.11.3. A **County** representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the **County's** representative may have the authority, but not the duty, to require the **Contractor** to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

1. Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.
2. Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.
3. Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

7.11.4. Violation of Serious, Willful or Criminal violation may have the following consequences:

1. First violation: The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the **County.**
2. Second violation: May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the **Contractor** to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.
3. Third violation: This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the **County.**

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

7.11.5. Should the work site be in a hazardous area, the **County** may furnish the **Contractor** with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the **Contractor** in the planning of a safe work site.

7.11.6. The **Contractor** shall be aware that while working for the **County**, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the **County**.

7.11.7. The **Contractor** shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the **Contractor's** superintendent, unless otherwise designated in writing by the **Contractor** to the **Construction Project Manager**. All communications to the superintendent shall be as binding as if given to the **Contractor.**

7.11.8. Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall

be notified immediately. The **Contractor** shall promptly report by telephone and in writing to a County Representative and **Construction Project Manager** all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of $500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County Projects.

7.11.9. Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the **County**, until such documents are received.

7.11.10. In any event the **County** may stop the work when, in the **County's** opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.

7.11.11. When it becomes necessary to stop the work for any of the reasons contained herein, the **County** shall issue a Stop Work Order to instruct the **Contractor** to cease work on the project. The **County** shall not be penalized in any manner as a result of this Stop Work Order.

7.12. Drug Free Work Place Policy

7.12.1 The **County** has a very comprehensive policy to ensure a drug free work place. The substance of this policy shall become a part of this contract as described below.

1. The **Contractor** and its employees and Subcontractors are strictly prohibited from the following:
   a) Using illegal drugs on **County** property;
   b) Manufacturing, distributing, dispensing, selling, possessing, or using a non-prescribed substance, illegal drug or alcohol, while at work or on or in **County** property. Reporting for work or performing work under the influence of a non-prescribed substance, illegal drug or alcohol.
2. If there is reason to believe that this policy is being violated, the **Contractor** shall be required to take immediate action to correct the violation and ensure the **County** that further violations will not occur. The remedy shall, at a minimum, require the person or persons who are the subject of the violation to be banned from the work place.

7.13. Emergencies

7.13.1. In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the **Contractor**, without special instructions or authorization from the **Construction Project Manager** if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury or loss. The **Contractor** shall give the **Construction Project Manager** written notice that the emergency provision has been

invoked and shall state the reasons within twenty-four (24) hours of the incident. If the **Contractor** believes the emergency results in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

7.13.1.1. The **Contractor** shall immediately notify the **Construction Project Manager** of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.

7.13.1.2. If the **Construction Project Manager** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a Change Order will be issued to document the consequences of such action.

7.14. Submittals, Shop Drawings, and Samples

7.14.1. In general, the **County** requires shop drawings for items of work not fully detailed in the plans which require additional drawings and coordination prior to constructing the item, including but not limited to:

a. Bridge components not fully detailed in the plans, i.e. segments, steel girder details, post-tensioning details, handrails, etc.
b. Retaining Wall Systems
c. Precast Box Culverts
d. Non-standard lighting, signalization and signing structures and components
e. Building Structures
f. Drainage structures, attenuators, and other nonstmctural items
g. Design and structural details furnished by the Contractor in compliance with the Contract
h. Temporary Works affecting public safety
i. Bridge Structural Steel and Miscellaneous Metals
j. Bridge Concrete components that are not cast-in-place
k. Major and Unusual Structures
l. Minor modifications to the permanent works for the purposes of expediting the **Contractor's** chosen construction methods
m. Requirements in Provision 7.11.1.5

7.14.2. Other provisions of the Contract Documents may waive the requirement for submittals for certain items; e.g., items constructed from standard drawings or those complying with alternate details for pre-stressed members under FDOT Standard Specification Section 450. The Special Conditions may also list the submittals required.

7.14.3. After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, the **Contractor** shall submit to the **Construction Project Manager** for review and approval in accordance with the accepted schedule of Submissions, seven (7) copies for use by the **County**, **Construction Project Manager** and any additional copies as required by the **Contractor** (unless otherwise specified in the Contract Documents) of all Submittals and Shop Drawings, which shall have been checked by and stamped with the approval of

Contractor and identified as the **Construction Project Manager** may require. The **Contractor** shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in Submittals and Shop Drawings to the **Construction Project Manager**.

7.14.4. The **Contractor** shall also submit to the **Construction Project Manager** for review and approval, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of the **Contractor**, identified clearly as to material, manufacturer, any pertinent data such as catalog numbers and the use for which it is intended.

7.14.5. The **Contractor**'s stamp of approval on any Submittal, Shop Drawing or sample shall constitute its representation to the **County** and the **Construction Project Manager** that the **Contractor** has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, specified performance criteria, and similar data or assumes full responsibility for doing so, and that the **Contractor** has reviewed or coordinated each Submittal, Shop Drawing or sample with the requirements of the Work and the Contract Documents.

7.14.6. At the time of each submission, the **Contractor** shall in writing call the **Construction Project Manager's** attention to any deviations that the Submittals, Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each submission of such variation.

7.14.7. The **Construction Project Manager** will review Submittals, Shop Drawings and review samples and return the **Contractor**'s submittals stamped with the following notation:

[ ] APPROVED
[ ] APPROVED AS NOTED
[ ] REVISE AND RESUBMIT
[ ] NOT APPROVED
Reviewed By: ___ _
Date: -------

7.14.8. Approval is only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The **Contractor** is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the Work of all trades.

7.14.9. The **Construction Project Manager's** review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of

other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of Equipment and systems designed by the **Contractor**, engineering design furnished by the **Contractor**, the Contractor's means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto, the correctness of which shall remain the sole responsibility of the **Contractor**. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The **Contractor** shall make any corrections required by the **Construction Project Manager** and shall return the required number of corrected copies of Submittals and Shop Drawings and resubmit new samples for review. The **Contractor** shall direct specific attention in writing to revisions other than the corrections called for by the **Construction Project Manager** on previous submittals.

7.14.10. The **Construction Project Manager's** review and approval of Submittals, Shop Drawings or samples shall not relieve the **Contractor** from responsibility for any variation from the requirements of the Contract Documents unless the **Contractor** has in writing called the **Construction Project Manager's** attention to each such variation at the time of submission and the **Construction Project Manager** has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal, Shop Drawing or sample approval; nor will any approval by the **Construction Project Manager** relieve the **Contractor** from responsibility for errors or omissions in the Submittals, Shop Drawings or samples or from responsibility for having complied with the provisions of 7.14.4.

7.14.11. Where a Submittal, Shop Drawing or sample is required, no related Work shall commence until the submittal has been returned by the **Construction Project Manager** and noted "Approved" or "Approved As Noted".

7.14.12. All costs incurred in connection with the **Construction Project Manager's** review and return of a particular Submittal, Shop Drawing or sample submission after the **Construction Project Manager's** second review shall be borne by the **Contractor**, including the **Construction Project Manager's** charges to the **County** under the terms of their agreements with the **County**. The **County** shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

7.14.13. In reviewing Submittals, Shop Drawings or samples, the **Construction Project Manager** shall be allowed thirty (30) days from the date the **Construction Project Manager** receives the submittal or re-submittal from the **Contractor** to return the submittal in accordance with this Section, unless otherwise provided in the Contract Documents. The **Construction Project Manager's** review and return of a Submittal, Shop Drawing or sample within the time allowed shall not justify an increase in the Contract Price or an extension in Contract Time. Any delay in connection with the **Contractor's** submittal and any re-submittal of a particular Submittal, Shop Drawing or sample shall represent delays under the control of the **Contractor** and shall not justify an increase in Contract Price or an extension in Contract Time.

ARTICLE 8 – OTHER WORK

8.1 The **County** may perform additional work related to the Project with its own forces or may use other contracts for the execution of additional work. The **Contractor** shall provide the other contractors who are parties to such contracts, including but not limited to, the other contractor's employees, agents, Subcontractors and Suppliers (or the **County's** forces performing the additional work), reasonable opportunity for the introduction and storage of material and equipment and the execution of work, and shall properly connect and coordinate its work with theirs. The **Contractor** shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The **Contractor** shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the **Construction Project Manager** and the others whose work will be affected. The **Contractor** is not entitled to exclusive use of the site.

8.1. If any part of the **Contractor's** work depends (for proper execution or results) upon the work of any other contractor (or the **County**), the **Contractor** will inspect and promptly report to the **Construction Project Manager** in writing any defects or deficiencies in the work that renders it unsuitable for the proper execution and results. The **Contractor's** failure to report shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of its work.

ARTICLE 9 – COUNTY'S RESPONSIBILITIES

9.1 Except as otherwise provided in these General Conditions, the **County** shall issue all communications to the **Contractor** through the **Construction Project Manager.**

9.1. The **County** shall furnish the data required under the Contract Documents and shall make payments to the **Contractor** when due as provided in Article 17.

9.2. The **County's** responsibilities for providing lands, easements and engineering surveys to establish reference points are set forth in Article 5.

ARTICLE 10 – CONSTRUCTION PROJECT MANAGER'S STATUS DURING CONSTRUCTION

10.1 County's Representative

10.1. The **Construction Project Manager** shall be a representative of the **County** during the construction period. The duties, responsibilities and limitations of authority of the **Construction Project Manager** as the **County's** representative during construction are set forth in these General Conditions.

10.2. Visits to the Site

10.2.1. The **Construction Project Manager** shall make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

10.3. Clarifications and Interpretations

10.3.1. The **Construction Project Manager** shall issue such written clarifications or interpretations of the Contract Documents (in the form of Revised Plan Sheets from the EOR, Drawings, RFI's, or otherwise) as may be determined necessary, or as reasonably requested by the **Contractor**, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the **Contractor** believes that a written clarification and interpretation entitles them to an increase in the Contract Price, Contract time, or both, the **Contractor** may make a claim as provided for in Article 11, 12 and 13.

10.4. Rejecting Defective Work

10.4.1. The **Construction Project Manager** has the authority to disapprove or reject Work, which is defective. The **Construction Project Manager** also has authority to require special inspection or testing of the Work at the **Contractor's** expense, as provided in Article 16, whether or not the Work is fabricated, installed or completed when the work has been declared defective.

10.5. Decisions on Disagreements

10.5.1. The **Construction Project Manager** shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If the **Contractor** disagrees with the **Construction Project Manager's** opinion, the **Contractor** shall refer claims, disputes and other matters relating to the acceptability of the Work or their interpretation of the requirements of the Contract Documents initially to the **Construction Project Manager** in writing with a request for a formal decision. The **Construction Project Manager** will render in writing their opinion concerning the **Contractor's** request for a formal decision and shall submit same to the County **Project Manager.** After receipt of the **Construction Project Manager's** written opinion and all information requested from the **Contractor**, the **County Project Manager** shall render a formal decision in writing, which shall then be conveyed to the **Contractor** by the **Construction Project Manager**. Written notice of each claim, dispute and other matter shall be delivered by the **Contractor** to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Construction Project Manager** within fifteen (15) calendar days after the occurrence unless the **Construction Project Manager** allows additional time. If the **Contractor** fails to strictly comply with these notices and submittal time periods, the **Contractor** shall be deemed to have waived their right to assert a claim the **Contractor** might otherwise have had concerning the matter.

10.6. Limitation on Construction Project Manager's Responsibilities

10.6.1. Neither the **Construction Project Manager's** authority to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise their authority, shall give rise to any duty or responsibility of the **Construction Project Manager** to the **Contractor**, any Subcontractor, any of their agents or employees.

10.6.1.1. The **Construction Project Manager** shall not be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions and programs used. The **Construction Project Manager** shall not be responsible for the **Contractor's** failure to perform the Work in accordance with the Contract Documents.

10.6.1.2. The **Construction Project Manager** shall not be responsible for the acts or omissions of the **Contractor**, any Subcontractors, any agents, employees or any other persons performing any of the Work.

ARTICLE 11 – CHANGES IN THE WORK

11.1 Changes

11.1. Without invalidating the Contract, the **County** may at any time order additions, deletions or revisions in the Work. The **Construction Project Manager** shall provide the **Contractor** with a proposal request, identifying the work to be added, deleted or revised. Upon receipt, the **Contractor** shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of work, the **Construction Project Manager** may order the partial suspension of any work related to the proposed deletion, in which case the **Contractor** must cease performance as directed; the **Contractor** shall not be entitled to claim lost profits on deleted work. All change work shall be executed under the applicable conditions of the Contract Documents.

11.2. Additional work performed by the **Contractor** without authorization of a Change Order or Allowance Authorization will not entitle the **Contractor** to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 7.13. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.3. Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7.13, and any other claim of the **Contractor** for a change in the Contract Time or the Contract Price, the **Construction Project Manager** will prepare a written Change Order to be signed by the **Construction Project Manager** and the **Contractor** and submitted to the **County** for approval.

11.4. It is the **Contractor's** responsibility to notify its Surety of any changes affecting the general scope of the Work, Contract Price or Contract Time.

11.5. In the absence of an agreement as provided in 11.1.3, the **County** may, at its sole discretion, issue a Construction Change Directive to the **Contractor**. Pricing of the Construction Change Directive will be in accordance with Article 12. The Construction Change Directive will specify a price and, if applicable, a time extension determined to be reasonable by the **County.** If the **Contractor** fails to sign such Construction Change Directive, the **Contractor** may submit a claim in accordance with Articles 11, 12,13, and 19 but the **Contractor** shall nevertheless be obligated to fully perform the Work as directed by the Construction Change Directive.

11.6. The **Contractor** shall proceed diligently with performance of the Work as directed by the **County**, regardless of pending claim actions, unless otherwise agreed to in writing.

ARTICLE 12 – CHANGE OF CONTRACT PRICE

12.1 The Contract Price

12.1.1. The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to the **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at the **Contractor's** expense without change in the Contract Price.

12.1.2. The Contract Price may only be increased or decreased by a written Change Order or Construction Change Directive. Any claim for an increase shall be in writing and delivered to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Construction Project Manager** within fifteen (15) calendar days after the occurrence unless the County allows additional time.

12.1.3. The value of any work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined by the following procedures:

12.1.3.1. Designated Unit Price (Field Measure)

The **Contractor** and the **County** recognize and acknowledge that the quantities shown for those items designated in the Bid Submittal (Part C) as unit price items are approximations prepared by the **County** for bid purposes and that the actual compensation payable to the **Contractor** for the utilization of these items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Work as originally defined in the Contract Documents.

When it is determined by the **County** that an addition, deletion or revision to the Work as defined in these Contract Documents is required and affects the quantities required for items designed in the Bid Submittal (Part C) as unit price items, the **Contractor** and the **County** agree that the compensation payable to the **Contractor** for the unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Submittal (Part C) and the actual quantities required to complete the Work. The County does not re-negotiate unit prices for Significant Changes as defined in FDOT Division I Specifications.

12.1.3.2. Other Unit Prices

For items not designated in the Bid Submittal (Part C) as unit prices, the **County** and the **Contractor** may establish unit prices as agreed on by Change Order.

12.1.3.3. Lump Sum Items

When it is determined by the **County** that an addition, deletion or revision to the Work is required which results in a change in the Work designated in the Bid Submittal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

12.1.4. If the pricing methods specified in 12.1.3 are inapplicable, or if the parties are unable to agree on a price for the changed work, a reasonable price for the same shall be established by the **County** in accordance with 12.2. The **County** shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with 11.1.5. The **Contractor** shall perform the work as directed in the Change Order.

12.1.5. Failure on the part of the **Contractor** to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to the **County**; acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the **County.** Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by the **County** based upon an analysis of the scope of the **Contractor's** failure to construct to plan or authorized dimensions.

12.2. Cost of Work

12.2.1. The term "Cost of Work," for the purpose of Change Orders or Allowance Work, means the cost necessarily incurred and paid by the **Contractor** in the proper performance of the Change Order Work. Except as may be agreed to in writing by the **Construction Project Manager**, such costs shall be in amounts no higher than those prevailing in the area of the Work and may include the categories listed below.

12.2.2. Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave)
12.2.3. Owned Equipment (at lowest applicable equipment manual rate) (Blue Book Value)
12.2.4. Rented Equipment (at actual rental rate)
12.2.5. Material
12.2.6. Supplies
12.2.7. Subcontractors' Costs
12.2.8. Bonds and Insurance
12.2.9. Contractor's Fee (per 12.3)
12.2.10. Permit Fees

12.2.11. The **Contractor** shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

12.2.12. The term "Cost of the Work" shall not include any of the following:

12.2.12.1. Payroll costs and other compensation of the **Contractor's** officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, layers, auditors, accountants, Procurement and contracting agents, expediters, timekeepers, clerks and other personnel employed by the **Contractor**, whether at the site or in its principal or a branch office, for general administration of the Change Order work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the **Contractor's** mark-up.
12.2.12.2. Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

12.2.12.3. Expenses of **Contractor's** principal and branch offices other than the **Contractor's** office at the site.

12.2.12.4. Any part of the **Contractor's** capital expenses, including interest on the **Contractor's** capital used for the Change Order work and charges against the **Contractor** for delinquent payments.

12.2.12.5. Cost of premiums for all bonds and insurance, whether or not the **Contractor** is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the work).

12.2.12.6. Costs due to the negligence of the **Contractor**, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to: the correction of defective Work; disposal of material or equipment wrongly supplied; and making good any damage to property.

12.2.12.7. Overhead or general expense costs of any kind (other than as provided in 12.3).

12.3. Contractor's Mark-Up

12.3.1. The maximum percentage allowed for the **Contractor's** combined overhead and profit shall be as follows:

12.3.1.1. For all such Change Order work or Allowance Work done, a fixed percentage of the total adjustment to the Contract Price shall be negotiated and shall not exceed ten percent (10%).

12.3.2. For all changes, the **Contractor** shall submit an itemized cost breakdown, together with supporting data in the detail and form as prescribed by the **Construction Project Manager**. When a credit is due, the amount of credit to be allowed by the **Contractor** to the **County** for any change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the **Construction Project Manager**, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

12.4. Prompt Processing of Change Orders

12.4.1. Pursuant to §218.755, Fla. Stat., for any contract for construction services, if (1) County receives from Vendor a price quote for a change order requested or issued by the County for construction services, and (2) the price quote conforms to all statutory requirements and contractual requirements for the project, then County shall approve or deny the price quote and send written notice of that decision to Vendor within thirty-five (35) days after receipt of such quote. If the County issues a denial notice, then the County shall specify the alleged deficiencies in the price quote and the actions necessary to remedy those deficiencies. If the County fails to provide the contractor with a notice in compliance with this section, then the change order and price quote are deemed approved, and the County shall pay the contractor the amount stated in the price quote upon the completion of the change order

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 It is the Contractor's duty, responsibility and obligation to perform the Work in accordance with the Contract Documents within the authorized Contract Time. The Contractor shall not submit a CPM Baseline Schedule showing less time than the original contract time established in the Contract Documents. The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Construction Project Manager** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager** within fifteen (15) calendar days after the occurrence, unless the **Construction Project Manager** allows additional time. All claims submitted by the **Contractor** for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the **Contractor's** control or fault.

13.1.1. If the **Contractor** is delayed at any time in the performance, progress, commencement or completion of the Work by any act or neglect of the **County** or the **Construction Project Manager**, by an employee of either, by any separate contractor employed by the **County**, by changes ordered in the Work, by labor disputes, fire, unavoidable casualties, unforeseeable weather conditions, utility conflicts which could not have been identified or foreseen by the **Contractor** using reasonable diligence or by any causes beyond the **Contractor's** control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as the **County** may determine. The **Contractor** shall be entitled to an extension of time for causes only for the number of days of delay which the **County** may determine to be due solely to these causes and only to the extent these occurrences actually delay the completion of the Work; and then only if the **Contractor** shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the **County** or the **Construction Project Manager** may be responsible in whole or in part, shall relieve **Contractor** of its duty to perform or give rise to any right to damages or additional compensation from the **County**. The **Contractor's** sole and exclusive remedy against the **County** for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be right to seek an extension to the Contract Time in accordance with the procedures set forth herein. The **Contractor** shall have no entitlement to any monetary compensation for any delays. Any time granted by the **County** shall be non-compensable Contract Time.

ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

14.1 Neither the **County** nor the **Contractor** shall be considered to be in default of the Contract if delays in, or failure of performance, shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing

party. It includes, but is not limited to fire, flood, earthquakes, storms, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.1.1. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

14.1.2. The nonperforming party shall, within five (5) days after being prevented or delayed from performance by an Uncontrollable Force, deliver written notice to the other party particularly describing the circumstance and Uncontrollable Forces preventing its continued performance of the obligations of this Contract and a good faith estimate as to the anticipated duration of the delay.

ARTICLE 15 – WARRANTY AND GUARANTEE

15.1 Warranty and Guarantee

15.1.1. The **Contractor** warrants and guarantees to the **County** that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Construction Project Manager**. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in Article 16.

15.1.2. If, after approval of final payment and prior to the expiration of one year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County,** remove it from the site and replace it with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the **Contractor.**

Article 16 – ACCEPTANCE OF DEFECTIVE WORK

16.1 Tests and Inspections

16.1.1. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested

or approved by someone other than the **Contractor**, the **Contractor** shall give the **Construction Project Manager** timely notice. The testing firm(s) (if assigned by the **Contractor** to this Work) and all such inspections, tests or approvals provided for by the **County** shall be identified in writing by the **Construction Project Manager** to the **Contractor**. All other inspections, tests or approvals shall be at the **Contractor's** expense, including additional expenses for inspection and tests required as a result of delays by the **Contractor** or hours worked in excess of 40 hours per week. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the **Contractor** will furnish the **Construction Project Manager** with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the **Construction Project Manager** and at the **Contractor's** expense.

16.1.2. Neither observations by the **Construction Project Manager** or the **County Project Manager** nor inspections, tests or approvals by persons other than the **Contractor** shall relieve the **Contractor** of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

16.2. Access to the Work

16.2.1 For the duration of the Work, the **Construction Project Manager** and their representatives, other designated representatives of the **County** and authorized representatives of any regulatory agency shall at all times be given access to the Work. The **Contractor** shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

16.3. Uncovering the Work

16.3.1. If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Construction Project Manager**, or if any work is covered contrary to the request of the **County Project Manager**, the work shall, if requested by the **Construction Project Manager** or the **County Project Manager**, be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense. If it is found that such Work is defective, the Contractor shall bear the expense of removal and replacement of the Work.

16.4. Stop Work

16.4.1. When work is defective or when the **Contractor** fails to supply sufficient skilled workmen, suitable material, suitable equipment, make prompt payments to Subcontractors for labor, material or equipment, or if the **Contractor** violates any provisions of these Contract Documents; the **County** may order the **Contractor** to stop the work until the cause for such order has been eliminated. However, this right of the **County** to stop the work shall not give rise to any duty on the part of the **County** to exercise this right for the benefit of the **Contractor** or any other party. The **Contractor**

shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

16.5. Correction or Removal of Defective Work

16.5.1. When directed by the **Construction Project Manager**, the **Contractor** shall promptly, without cost to the **County** and as specified by the **Construction Project Manager** either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work. If the **Contractor** does not correct such defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the **Construction Project Manager**, the **County** may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the **Contractor** or deducted from payment to the **Contractor**. The **Contractor** will also bear the expense of correcting or removing and replacing all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

16.6. 16.6 Acceptance of Defective Work

16.6.1. 16.6.1 If, instead of requiring correction or removal and replacement of defective work, the **County** prefers to accept it, the **County** may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the **Contractor** shall pay to the **County** an appropriate sum to compensate for the defect in the work.

16.7. 16.7 Neglected Work by Contractor

16.7.1. 16.7.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Construction Project Manager** may direct the **Contractor** to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, working extended hours and additional days, all at no cost to the **County**, in order to put the Work back on schedule. If the **Contractor** fails to correct the deficiency or take appropriate corrective action, the **County** may terminate the contract or **Contractor's** right to proceed with that portion of work and have the work done by others. The cost of completion under such procedure shall be charged against the **Contractor**. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **County.**

16.7.2. 16.7.2 Should the **Contractor** work overtime, weekends or holidays to regain the schedule, all costs to the **County** of associated inspection, construction management and resident engineering shall be identified to the **Contractor** and the Contract Price reduced by a like amount via Change Order.

ARTICLE 17 – PAYMENT AND COMPLETION

17.1 Schedule of Values

17.1.1. The Schedule of Values established as provided in General Conditions 3.5.2.2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the **Construction Project Manager** and the **County Project Manager**. Progress payments using unit prices bid will be based on the number of units completed. Lump sum bids do not have a provision for a unit price adjustment.

17.1.2. The Schedule of Values will include a breakdown of divisions of the work in a manner that will identify Subcontractors by the classification of their work according to any accepted numerical sequence, such as AIA numerical classification. Any Subcontractor identified by the **Contractor,** as a Woman/Minority Business Entity shall be noted in the schedule of values on a separate line of the schedule of values with an extension to the numerical classification used to identify the particular division of work. The extension will be according to the following: 002- Woman Business Enterprise; 003 – African American Enterprise; 004 – Hispanic American; 005 – Asian Pacific American Business; 006 – Native American Business; and 007 – Asian-Indian American Business.

17.2. Application for Progress Payment

Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers

17.2.1. At least seven (7) calendar days before the date established for each progress payment (but not more often than once a month), **Contractor** shall submit the following to the **Construction Project Manager** for review: (i) an Application for Payment filled out and signed by the **Contractor** covering the work completed as of the date of the Application; (ii) a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers (as further described in Subsection 16.2.2 below) in a form the **County** will designate and provide to the **Contractor,** and (iii) all other supporting documentation as is required by the Contract Documents. If payment is requested on the basis of material and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the **County** has received the material and equipment free and clear of all liens and evidence that the material and equipment are covered by appropriate property insurance and other arrangements to protect the **County's** interest therein, all of which will be satisfactory to the **County**. Payment is subject to retainage in accordance with F.S. 218.735. The amount of retainage is 5% in accordance with the contract document or as provided in F.S. 218.735.

17.2.2. As additional conditions precedent to the **County**'s obligation to pay the **Contractor** each progress payment, to include the final payment due under the Contract, the **Contractor** must (i) pay all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include any payments of retainage) that the

County has made to **Contractor** for Work that has been satisfactorily completed; and (ii) execute and deliver to the **Construction Project Manager** a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers with its Application for Payment submitted in accordance with Subsection 16.2.1 above. If the **Contractor** has not made the required payments to all Subcontractors and Suppliers, but the **Contractor** has (a) demonstrated good cause (as reasonably determined by the **County**) for not making any required payment; (b) delivered written notice to the **County** and to the applicable Subcontractor or Supplier specifically stating why the **Contractor** has not paid the Subcontractor or Supplier its proportionate share of the progress payments that the **County** has made to the **Contractor** pursuant to the Contract, and (c) completed all other requirements and conditions precedent to the receipt of the requested progress payment, then the **County** will pay **Contractor** the progress payment in accordance with the Contract requirements.

17.3. Contractor's Warranty of Title

17.3.1. **Contractor** warrants and guarantees that title to the work, material and equipment covered by any Application for Payment, whether incorporated in the Work or not, will pass to the **County** no later than the time of payment, free and clear of all liens.

17.4. Approval of Payments

17.4.1. By signing and submitting an Application for Payment, the **Contractor** certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents. When the Contract contains Utility Work by the Roadway Contractor the **Contractor** shall prepare a separate Application for Payment for each utility participating in the Utility Work by the Roadway Contractor. The **Contractor** shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

17.4.2. The **Construction Project Manager**, after receipt of each Application for Payment, will either indicate in writing a recommendation of payment and present the application to the **County**, or return the application to the **Contractor** indicating in writing the **Construction Project Manager's** reasons for refusing to recommend payment. In the latter case, the **Contractor** may make the necessary corrections and resubmit the application. The **County** shall make payment in accordance with F.S. 218.735.

17.4.3. The **Construction Project Manager's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Construction Project Manager** to the **County** based on the **Construction Project Manager's** review of the Application for Payment and the accompanying data and schedules, that to the best of the **Construction Project Manager's** knowledge, information and belief:

a) The Work has progressed to the point indicated;

b) The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work and to any other qualifications stated in the recommendation); and

c) The conditions precedent to the **Contractor's** being entitled to such payment appear to have been fulfilled in so far as it is the **Construction Project Manager's** responsibility to observe the Work.

17.4.4. By recommending any such payment, the **Construction Project Manager** will not be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Construction Project Manager** in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **County** or entitle the **County** to withhold payment to the **Contractor.**

17.4.5. The **Construction Project Manager's** recommendation of any payment, including final payment, shall not mean that the **Construction Project Manager** is responsible for the **Contractor's** means, methods, techniques, sequences or procedures of construction; or the safety precautions and programs incident thereto; or for any failure of the **Contractor** to comply with Laws and Regulations applicable to the furnishing or performance of Work; or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

17.4.6. The **Construction Project Manager** may refuse to recommend the whole or any part of any payment if, in the **Construction Project Manager's** opinion, they are unable to make the representation that the Application is acceptable to the **County**. The **Construction Project Manager** may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the **Construction Project Manager's** opinion to protect the **County** from loss because:

a) The Work is defective;

b) The Contract Price has been reduced by Change Order;

c) The **County** has been required to correct defective work or complete work in accordance with Article 15;

d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or

e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

17.4.7. The **County** will give the **Contractor** immediate notice stating the reasons for such action and promptly pay the **Contractor** the amount so withheld, or any adjustment thereto agreed to by the **County** and the **Contractor**, when the **Contractor** corrects, to the **County's** satisfaction, the reasons for such action.

17.5. Substantial Completion

17.5.1. Definition. Substantial Completion is the stage in the progress of the Work when the Work or specified portion thereof is sufficiently complete in accordance with the Contract Documents so the **County** can occupy or utilize the Work for its intended purpose.

17.5.2. Certificate of Substantial Completion. When the **Contractor** considers that the Work, or a specified portion thereof, which the **County** agrees to accept separately, is substantially complete, the **Contractor** shall notify the **Professional** and the **Project Manager**. Along with such notification, the **Contractor** shall submit to the **Professional** a thorough and inclusive list of all remaining Work items to be completed or corrected. Upon receipt of the **Contractor's** notification and list, the **Professional** and the **Project Manager** will visit the site to determine whether the Work or designated portion thereof is substantially complete. Once the **Professional**, in consultation with the **County**, determines that the Work or specified portion thereof is substantially complete, the **Professional** will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the **Contractor** for its written acceptance and then to the **County** for acceptance and issuance.

17.5.3. Deficiency List. The Certificate of Substantial Completion shall include a list prepared by the **Professional** (the "Deficiency List") of final work items remaining, which must be completed to render the Work, or specified portion thereof, complete, satisfactory, and acceptable in accordance with the Contract Documents. The Deficiency List shall include those items from the **Contractor's** list described in Section 16.5.2 above which remain incomplete or uncorrected as of the date of Substantial Completion, along with any other incomplete or unsatisfactory items as determined by the **Professional** or the **Project Manager**. Failure to include on the Deficiency List any corrective work or pending items not yet completed shall not alter the responsibility of the **Contractor** to complete all the construction services purchased pursuant to the Contract Documents. The **Professional,** in consultation with the **County**, shall establish a date for completion of the items identified in the Deficiency List, and this date for completion shall be noted on the Certificate of Substantial Completion. The **Professional** shall also include an estimated cost to complete each item on the Deficiency List. Should the **Contractor** fail to complete the items by the date noted on the Certificate of Substantial Completion, the **County** may complete the item and deduct the costs from the final Application for Payment.

17.5.4. Project Closeout and Payment of Retainage. In accordance with Section 255.077(4), Fla. Stat., within 20 business days after developing the Deficiency List, and after receipt of a proper invoice or payment request, the **County** shall pay the **Contractor** the remaining balance of the contract, including any remaining retainage withheld by the **County** pursuant to Section 255.078, Florida Statutes, less an amount equal to 150 percent of the estimated cost to complete the items on the Deficiency List.

17.5.5. Warranties. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

17.6. Final Completion

17.6.1. To receive the Certificate of Final Completion, the **Contractor** must have completed and submitted the following within the authorized Contract Time: contract close-out documents such as **County** approved Certified As-built Survey Drawings and electronic files, final Application for Payment request including evidence of insurance and consent of surety to final payment, completed punch list, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.3, certificates of inspection, and any other outstanding items listed on the Certificate of Substantial Completion.

17.6.2. No final payment will be processed by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Construction Project Manager** and the **County**.

17.6.3. Notwithstanding any other provision of these Contract Documents to the contrary, the **County** and the **Construction Project Manager** are under no duty or obligation whatsoever to any vendor, material provider, subcontractor, laborer or other party to ensure that payments due and owing by the **Contractor** to any of them are or will be made. Such parties shall rely only on the **Contractor**'s surety bonds for remedy of nonpayment by the **Contractor**. The **Contractor** agrees to defend and resolve all claims made by subcontractors, indemnifying the **County** and the **Construction Project Manager** for all claims arising from or resulting from subcontractor, supplier, material men or laborer services in connection with this project.

17.6.4. The **Contractor** will indemnify the County and **Construction Project Manager** for any damages sustained including lost revenues resulting from the **Contractor**'s failure or refusal to perform the work required by these contract documents.

17.6.5. If, on the basis of the **Construction Project Manager's** observation of the Work during construction and final inspection, and the **Construction Project Manager's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Construction Project Manager** is satisfied that the Work has been completed and the **Contractor**'s other obligations under the Contract Documents have been fulfilled, the **Construction Project Manager** will, after receipt of the final Application for Payment, indicate in writing the **Construction Project Manager's** recommendation of payment and present the Application to the **County** for

payment. At the same time, the **Construction Project Manager** will also give written notice to the **County** and the **Contractor** that the Work is acceptable subject to the provision of 17.7. Otherwise, the **Construction Project Manager** will return the application to the **Contractor**, indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. Warranties required by the Contract Document shall commence on the date specified on the Certificate of Final Completion unless otherwise specified.

17.7. Waiver of Claims

17.7.1. The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **County**, other than those previously made in writing and still unsettled.

17.7.2. The making and acceptance of final payment will constitute a waiver of all claims by the **County** against the **Contractor**, except claims arising from unsettled liens from defective Work appearing after final inspection pursuant to 17.5; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; or from the **Contractor**'s continuing obligations under the Contract Documents.

ARTICLE 18 - SUSPENSION OF WORK AND TERMINATION

18.1 Suspension of Work

18.1.1. At any time and without cause, the County may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor and the Construction Project Manager, which will fix the date on which Work will be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if the Contractor makes any approved claim therefore as provided in Articles 12 and 13.

18.2. Termination for Cause

18.2.1. Upon the occurrence of any one or more of the following events by the **Contractor**:

(a) fails to begin the work under the Contract within the time specified in the Notice to Proceed;

(b) fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;

(c) performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the **County Project Manager** rejects as unacceptable and unsuitable;

(d) discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the **Construction Project Manager** notifies the **Contractor** to do so;

(e) becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

(f) allows any final judgment to stand against him unsatisfied for a period of ten calendar days;

(g) makes an assignment for the benefit of creditors;

(h) fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;

(i) fails to comply with the **Construction Project Manager's** written suspension of work order within the
time allowed for compliance and which time is stated in that suspension of work order; or

(j) for any other cause whatsoever, fails to carry on the Work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the **County**;

(k) fails to comply with the provisions of Chapter 119 of the Florida Statutes;

(1) If the **Contractor** disregards laws or regulations of any public agency having jurisdiction;

(m) If the **Contractor** disregards the authority of the **Construction Project Manager** or the **County Project Manager**; or

(n) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract; if the **Contractor**, within a period of ten (10) calendar days after receiving written notice from the **County** delivered to the **Contractor** and the Surety specifying the default(s) as described in subparagraphs (a) through (n) above, fails to correct the conditions of which complaint is made, the **County** will have full power and authority, without violating the Contract, to take possession of the Work out of the hands of the **Contractor** and to declare the **Contractor** in default.

18.2.2. In the event the **County** terminates the Contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the Contract obligations.

18.3. Termination for Convenience

18.3.1. The **County** may terminate the entire Contract or any portion thereof, if the **County** determines that termination is in its best interest. The **County** will deliver to the **Contractor** written notice of termination specifying the extent of termination and the effective date. When the **County** terminates the entire Contract, or any portion thereof, before the **Contractor** completes all items of Work in the Contract, the **County** will make payment for the actual number of units or items of Work that the **Contractor** has

completed, at the Contract unit price, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The **County** will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts). The **County** will consider reimbursing the **Contractor** for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that the **Contractor** has completed is too small to compensate the **Contractor** for these expenses under the Contract unit prices. The **County** may purchase at actual cost acceptable materials and supplies procured for the work, that the **County** has inspected, tested, and approved and that the **Contractor** has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the **County** may designate. Termination of a contract or a portion thereof, under the provisions of this article, does not relieve the **Contractor** or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the work performed. All **Contractor** claims for additional payment, due to the **County**'s termination of the entire Contract or any portion thereof, must meet the requirements of Article 12.

18.4. Completion of Work by County

18.4.1. Upon declaration of default, the **County** will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the Work in an acceptable manner. The **County** will charge all costs that the **County** incurs because of the **Contractor**'s default, including the costs of completing the Work under the Contract, against the **Contractor**. If the **County** incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the **Contractor** and the surety shall be liable and shall pay the **County** the amount of the excess. Such costs incurred by the **County** shall be verified by the **Construction Project Manager** and incorporated in a Change Order but in finishing the work the **County** shall not be required to obtain the lowest figure for the work performed. The **Contractor**'s obligation to pay the difference between such costs and such unpaid balance shall survive termination of the Contract. If, after the ten (10) day notice period and prior to any action by the **County** to otherwise complete the work under the Contract, the **Contractor** establishes his intent to complete the Work in accordance with the **County**'s requirements, then the **County** may allow, in its sole discretion, the **Contractor** to resume the Work, in which case the **County** will deduct from any monies due or that may become due under the Contract, any costs to the **County** incurred by the delay, or from any reason attributable to the delay.

ARTICLE 19 – DISPUTES / CLAIMS

19.1 The **Contractor** shall notify the **County** in writing of all disputes / claims arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract within fourteen (14) calendar days of the commencement of the dispute. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope.

19.1. When submitting a claim, the **Contractor** shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the **Contractor**'s best knowledge and belief, and that the amount of the claim accurately reflects what the **Contractor** in good faith believes to be the **County**'s liability. Such certification must be made by an officer or director of the **Contractor** with the authority to bind the **Contractor**. In the meantime, the **Contractor** shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within fourteen (14) calendar days of its commencement, the claim will be considered only for a period commencing fourteen (14) calendar days prior to the receipt by the **County** of notice thereof. Each decision by the **County** will be in writing and will be mailed to the **Contractor** by registered or certified mail, return receipt requested, directed to the **Contractor's** last known address.

19.2. If the **Contractor** does not agree with any decision of the **County**, the **Contractor** shall be required to seek, prior to instituting any action in a court of law, mediation by a certified circuit court civil mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) calendar days of the request for mediation, said mediator will be chosen by the **Contractor**. Any mediation will be held in Polk County, unless otherwise agreed to by the **County** in its discretion. The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties, if the mediator is agreed upon, and by the **Contractor** if agreement on the mediator cannot be reached. If the **Contractor** does not agree with any decision of the **County**, or the mediation is unsuccessful, the **Contractor** shall in no case allow the dispute to delay the Work but shall notify the **County** promptly that the work is proceeding under protest and that the matter in question may be expected from the final releases.

ARTICLE 20 – MISCELLANEOUS

20.1 Limitation of Liability

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

20.2. Severability

20.2.1. The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract; any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the

Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract be determined to be void.

20.3. Waiver

20.3.1. A waiver by either the **County** or the **Contractor** of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Contract. Except as otherwise stated in Section 17.7, the making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Contract shall not waive such default or breach, or any subsequent default or breach of this Contract, and shall not be construed as doing so.

20.4. Governing Law and Venue

20.4.1. This Contract shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

20.5. Attorneys' Fees and Costs

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

20.6. Non-Discrimination

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

20.7. Public Entity Crimes

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

20.8. Survival of Representations and Warranties

20.8.1. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Contract. Also, the obligation of the **Contractor** to maintain the work until initiation of operation shall survive final payment, termination or completion of the Contract.

ARTICLE 21-Unauthorized Alien(s):

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

ARTICLE 22 – PERFORMANCE EVALUATION

22.1 Contractor Evaluation

22.1.1. The **Contractor's** performance should be evaluated during and after completion of the project.

ARTICLE 23 – ALLOWANCES

23.1 Allowance Work

23.1.1. When the **County** determines, at its sole discretion, that it wishes to include an Allowance in the Contract, said amount shall be included in the Contract Price, Article 2 of the Contract (Part E).

23.1.2. Allowance Work, in the amount of five percent (5%) of the construction contract bid amount or $250,000, whichever amount is less, will be included in the contract price. No individual Allowance Work authorization greater than $100,000 shall be effective without the prior approval of the Board of County Commissioners. The Contract Work and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed the amount of the Allowance. When all Work has been completed under this contract any balance of the original Allowance remaining at the completion of all work shall be deducted from the contract price by an approved change order.

23.1.3. The number of calendar days specified in the construction contract for performance of the contract work shall include a total time allowance of no more than 60 days or fifteen percent (15%) of the time specified at the time contract award for final completion of the project, whichever is less, for performance of Allowance Work. When all work has been completed under this contract any time set aside for Allowance Work

remaining at the completion of all work shall be deducted from the contract time by an approved change order.

23.1.4. Upon a determination by the County Manager or his designee that certain construction work for which detailed specifications were not prepared or the scope of such work was not fully established at the time the **County** entered into a contract and upon determining that, for the purposes of expediency and efficiency, it would be in the **County's** best interest to have said work completed by the Project's **Contractor**, the County Manager or his designee will take appropriate action pursuant to the "Allowance" provision established under the Contract for the Project.

23.1.5. All changes and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature of the County Manager or his designee. The **Contractor** shall not be authorized to perform any Allowance Work without the required AAR.

ARTICLE 24 – ANNUAL APPROPRIATIONS

24.1 Appropriations

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

ARTICLE 25 – PUBLIC RECORDS LAW

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

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

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

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

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

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

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

RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET

ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER

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

ARTICLE 27 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

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

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

Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

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

ARTICLE 28 - Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

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

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

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

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

SPECIAL CONDITIONS

The County reserves the right to direct purchase any tangible personal property item of the bid in order to save the sales tax on the selected item, which may include equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major items. When the County exercises this option the following procedures shall be used for ordering, receiving, and paying for the Owner Direct Purchase (ODP) item.

BID PRICES

The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

ORDERING

The items selected would be purchased directly from the suppliers the contractor used to submit their bid to the County and therefore made a part of the construction contract executed with the County.

The Contractor shall fully cooperate with the County, providing information for the preparation of County issued purchase orders for these ODP's, monitoring deliveries, and approving invoices.

Following receipt of a sales tax savings form, the Contractors requisition from the supplier and the suppliers quote to the Contractor, the County will issue a purchase order to the supplier for the item selected for ODP to be delivered to the project site. The approved purchase order will be sent to the supplier and the Contractor. The Contractor shall verify that the purchase order was issued correctly. A separate sales tax savings form and a separate purchase order shall be used for each item selected for ODP.

After the County has affirmed that the items contained in the purchase order meets the exemption requirements contained in Section 212.08(6), Florida Statute, and Rule 12A-1.094, Florida Administration Code, the County will issue a Certificate of Entitlement. A Certificate of Entitlement will be issued with each purchase order for each ODP. The original Certificate of Entitlement accompanied by the County approved purchase order, the Contractors requisition to the supplier and the suppliers quote for the selected ODP item will be placed on file with the Florida Department of Revenue. The Contractor and supplier will be issued copies from the County.

EXPEDITING

The Contractor shall be responsible for expediting delivery to ensure that ODP item(s) is received on time to maintain the construction schedule.

RECEIPT

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The Contractor shall be responsible for receiving, warranting, insuring the proper installation and operation of all materials and equipment required for the project, including all ODP items.

BILLINGS/PAYMENTS

All ODP's shall be billed to the County in care of the Contractor.

The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the County.

The Contractor shall prepare a direct purchase report for the County upon submittal of each pay request.

OTHER CONSIDERATIONS

The County shall have title to all items of which any payment has been made under these provisions.

The selection of ODP for any item contained within the bid does not relieve the Contractor from liability for that item as it may be related to the quantity ordered, condition, the maintenance and care of the item when delivered, installation, incorporation of the item for its intended use in the work to be performed, and warranty of the item in accordance with the contract documents. The Contractor shall maintain products liability insurance, which shall include ODP items, as required for the normal practice of general contracting.

The County shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.

REDUCTION

The Contract will be reduced via deductive change order by the amount of all items selected by the County for the ODP's. The deductive change order will require Division Director approval.

SALES TAX SAVINGS FORM

CONTRACT # _____

DESCRIPTION OF PROJECT _____

Materials	(1) Amt in Contract	(2) Sales Tax	(3) Net Amt for Purchase

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by contractor.

(3) The amount to be used by Procurement to make the material purchase per the contractor's stated quantities.

SUPPLEMENTARY CONDITIONS
Rock Ridge Rd Bridge 164138 Replacement
County Project No. 5400263

1. PROJECT DESCRIPTION, PROJECT LOCATION & SCOPE OF WORK

1.1. Description: The project includes the construction of a new 40 FT Geosynthetic Reinforced Soil (GRS) Integrated Bridge System (IBS) single span over Rock Ridge Ditch along Rock Ridge Road, in Lakeland. The construction of immediate approaches to the bridge and improvements to the adjacent ditches and driveways. Existing utilities will be required to relocate and/or adjust as needed.

1.2. Location: From Bartow head North on Broadway Ave/US-98 N for 13 miles. Next, turn right on N Florida Ave/US 98 N for 10.9 miles. Finally, turn east onto Roch Ridge Road and go 0.8 miles. All distances are approximate.

1.3. Scope of Work: Work includes, but is not limited to, bridge construction, roadway construction including erosion control, clearing and grubbing, excavation, embankment, stabilization, curb, drainage, retaining walls, and maintenance of traffic.

1.4. The CADD files are available upon request. The data within the CADD files is subject to change and it is the contractor's responsibility to request updates when necessary. Should the contractor choose to generate information from the CADD files, other than that which is shown on the signed and sealed plans, the contractor does so at its own risk.

1.5. Estimated construction cost is $2,121,000.00 with 180 days until final completion.

2. QUALIFICATION REQUIREMENTS

2.1. The prime contractor or subcontractors shall be on the **Current List of FDOT Prequalified Contractors** in the following work classes: Minor Bridges; Drainage; Pavement Marking; Roadway; signing.

2.2. Contractor must have been in business under the same name or EIN number for a minimum of 3 years.

2.3. The Successful bidder must possess or purchase a Polk County Local Business Tax Receipt (f/k/a Business License) to do business with the County. A copy of such license or proof of purchase must be provided to the Procurement Division prior to award being made.

2.4. Contractor must provide 3 references from clients in which the bidder has successfully completed projects similar in scope as the prime bidder, within the past 5 years. Each reference should include:

- Name of the client
- Address of the client
- Contact person to include:
- Phone number and email address
- Brief description of the project.
- Project address
- Date project completed.
- List of all subcontractors used for project.

References should be submitted with the Bid or must be submitted by the apparent lowest responsive bidder within three (3) business days of request and prior to award. The County reserves the right to contact and verify all references provide.

2.5. Percentage of Work: The prime contractor shall perform a minimum of 40% of all work contained within the scope of work as outlined in the bid documents and special conditions, with the exception of signalization. This percentage of work requirement does not include the furnishing of materials or equipment in the construction, if not installed by the primary contractor.

3. BASIS OF AWARD

3.1. Lowest responsive and responsible bidder meeting qualifications and specifications for the work. .

3.2. A pre-award meeting may be required during the bid analysis phase. Prior to a recommendation of award being issued by the Procurement Director, a pre-award meeting may be conducted with the County, EOR, Construction Project Manager and the apparent low bidder. This pre-award meeting may be conducted to verify the bid schedule submitted by the apparent low bidder and to confirm the apparent low bidder can perform the required services according to the bid document. If at the conclusion of the pre-award meeting, it has been determined and agreed upon the apparent low bidder cannot perform the services accordingly, the County reserves the right to deem the apparent 1st low bidder as non-responsible and continue the bid analysis phase with the apparent 2nd low bidder.

A memorandum of understanding will be required to be executed 5-days after the pre-award meeting.

4. PERMITS

4.1. The Following permits have been acquired by the County for the project:

- USACE – Permit No.: SAJ-2024-01169 (NWP-CPC)

4.2. It shall be the Contractor's responsibility to submit the application, pay application fees and acquire the Florida Department of Environmental Protection (FDEP) Generic Permit for Stormwater Discharge from Construction Activities.

5. CERTIFIED AS-BUILT SURVEY DRAWINGS

5.1. The required number of sets of hard copy Certified As-Built Survey Drawings is one (1).

5.2. The Contractor shall prepare and provide the As-Built Survey Drawings to the County in .pdf format and AutoCAD format.

6. DEFINITIONS

6.1. "Certified As-Built Survey Drawings": Means as-built or record survey drawings or maps prepared by a Professional Land Surveyor (PLS) or Professional Surveyor and Mapper (PSM) according to the requirements of F.A.C. 61G17-6.005 Construction Layout Survey, Record or As-Built Survey, Quantity Survey. Certified As-Built Survey Drawings includes both hard copy drawings or maps and the electronic files prepared in AutoCAD® format compatible with the County's computer system. The following are minimum requirements to be shown:

6.1.1. Roadway Site Perimeter - Sufficient spot elevations to show as-built topography.

6.1.2. Driveway Areas - Sufficient spot elevations to show drainage and slopes.

6.1.3. Right-of-Way Swale/Drainage - All culvert inverts; swale flow-line grades; beginning and end bottom elevations; highs and lows along top of bank; and size of swale.

6.1.4. Underdrains/Pipe Culvert/PVC Sleeves - All inverts, inlet grate and bottom elevations, and sizes.

6.1.5. Outfalls - All pipe inverts, weir box elevations, weir elevation, and sizes.

6.1.6. Roadway/Off Site Drainage - All inverts; manhole top elevation; grate top elevations all storm and sanitary, if applicable.

6.1.7. Pavement width; curb width; shoulder width; sidewalk and bike path widths, every 100 feet.

6.1.8. Elevations; sidewalk; bike path; top and bottom of curb; edge of pavement; and center line of road, every 100 feet.

6.1.9. Install new roadway alignment control points upon final roadway completion. Include all intersections and side streets. Latitude, departure and elevations for all control points.

6.1.10. Stations and offsets, all structures (including power poles, drainage structures, etc.)

6.2. "FDOT": Means the Florida Department of Transportation.

6.3. "Inspector": Means the Professional's person designated as an agent or representative of the County to perform construction inspection.

6.4. "Plans": Means certified construction drawings prepared by the Engineer of Record (EOR).

6.5. "Specialty Engineer": Means a Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the project work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. The Specialty Engineer must be qualified in accordance with the Rules of the Department of Transportation,

Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation. For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications: (1) Registration as a Professional Engineer in the State of Florida; (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

6.6. "Utility Work by Highway Contractor": Means utility work described plans prepared by a utility owner and made a part of this Contract by agreement with the County.

7. GENERAL

7.1. The Contractor is solely responsible for all work called for in the Contract Documents according to the terms of the Contract Documents and this responsibility cannot be transferred to subcontractors.

7.2. The hierarchy of authority for this contract shall be:

- First (Highest): Polk County Director of Roads and Drainage
- Second: Polk County Project Manager
- Third: Construction Project Manager

7.3. No work shall be performed under the provisions of this contract on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the Contractor and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the Construction Project Manager prior to the associated work being performed. The Contractor shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

7.4. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter.

8. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

8.1. When the Standard Specifications, Special Provisions, Supplemental Specifications or Technical Special Provisions refer to:

8.1.1. "The Engineer" in the role of construction inspection and construction management, this term is the same as "Construction Project Manager" as defined in the Contract Documents.

8.1.2. "The Department" or "FDOT" in the role of owner of the project, the interpretation of the document shall be that the reference is to the County as the owner of the project.

8.1.3. "State Road," it shall mean any public roadway.

8.1.4. "The Department's acceptance tests," it shall mean the tests adopted by the County.

8.1.5. "The District and/or Central Labs," it shall mean the Contractor's testing subcontractor authorized by the County.

8.2. If any conflicts exist between the specifications prescribed in the Contract Documents, the more stringent requirement shall apply. In case of discrepancy, the governing order of the contract documents is as follows:

1. Special Conditions
2. Technical Special Provisions
3. Plans
4. Road Design, Structures and Traffic Operations Standards
5. General Conditions
6. FDOT Supplemental Specifications
7. Standard Specifications
8. Supplementary Conditions (JPA / Utility)

Computed dimensions govern over scaled dimensions.

8.3. Before starting construction, provide a Quality Control Program for County approval according to FDOT Standard Specification Section 105 Quality Control Program and Laboratory Qualification Program.

8.4. FDOT Standard Specification Section 9-2.1.2 Bituminous Material shall apply to this contract.

8.5. FDOT Standard Specification Section 5-1.4 Shop Drawings shall apply to this contract.

8.6. FDOT Standard Specification Section 5-7 Engineering and Layout shall apply to this contract.

9. CONSTRUCTION PROGRESS SCHEDULE

9.1. The Contractor shall prepare and maintain a project progress schedule according to FDOT Specification 8-3.2 Submission of Working Schedule as detailed in the Specification Package included in this contract.

10. TESTING AND INSPECTIONS

10.1. The Contractor is responsible for all required testing on the project except when the Contract Documents, laws, ordinances, rules, regulations or orders of any

public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the County 48-hours notice to prepare for the required inspections or testing. All such inspections, tests or approvals performed by the County shall be identified in writing by the Construction Project Manager to the Contractor as well as the name of the testing facility that will be performing the inspections and testing.

10.2. Except as described above, all inspections, tests or approvals shall be at the Contractor's expense and shall be included in the unit cost for the appropriate pay item. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Contractor will furnish the Construction Project Manager with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the Construction Project Manager and at the Contractor's expense.

10.3. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. With the exception of Asphalt Plant, The Construction Project Manager's staff is responsible for required verification testing on the project and will coordinate this work with the Contractor's Quality Control Manager. If there is a discrepancy between the contractor's quality control test and the Construction Project Manager's verification test, and if either one of the tests fail to meet minimum Specification requirements, both parties will jointly take a split resolution sample and deliver the sample to a pre-determined, independent testing lab contracted by the County. The independent testing lab will not be the same lab providing verification testing services for the County. The results from the independent resolution lab shall be used and accepted by both parties as the final testing results representing the portion of material in question.

11. MATERIALS

11.1. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County immediately upon delivery or as soon thereafter as is practical.

11.2. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

12. WORKSITE VISIBILITY

12.1. No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Contract time extensions for substandard visibility shall be assessed according to Article 13 of the General Conditions.

13. FIELD OFFICE

13.1. A Field Office is not required on this project.

14. EROSION CONTROL

14.1. The Contractor shall conform to the requirements of Polk County Ordinance No. 93-06 and the FDOT Standard Specifications Section 104.

14.2. When erosion control devices or measures fail to prevent erosion or pollution, the Contractor shall be responsible for removing or cleaning up the eroded materials or pollution to the satisfaction of the County and/or State agency having jurisdiction at no additional cost to the County.

14.3. The Contractor shall remove and dispose of temporary erosion control devices after construction and/or establishment of the associated permanent erosion control devices or as directed by the County. The cost for removal shall be included in the unit price for the individual erosion control devices.

15. GRASSING

15.1. Immediately before placing or installing grassing of any type (i.e., seed, seed and mulch, sod), the Contractor shall shape and rake the prepared soil surface by hand. The cost for shaping and raking shall be included in the unit price for the associated grassing pay item.

16. MAINTENANCE OF TRAFFIC

16.1. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

16.2. If a TCP is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an Alternative TCP in accordance with FDOT Standard Specification Section 102 for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County.

16.3. If a TCP is not provided in the construction plans, the Contractor shall prepare a TCP according to the requirements of the FDOT Plans Preparation Manual, the FDOT Roadway and Traffic Design Standards and the FDOT Standard Specifications for Road and Bridge Construction. The TCP shall be prepared by, and signed and sealed by, a Specialty Engineer is certified by an FDOT approved training agency which meets the FDOT maintenance of traffic training requirement for advanced training. The Contractor shall submit a copy of the certification that the Specialty Engineer is certified by an FDOT approved training agency that meets the FDOT maintenance of traffic training requirement for advanced training. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.

16.4. The Contractor shall provide the County a copy of the contractor's Worksite Traffic Supervisor certification that satisfies the requirements of FDOT Standard Specification 105-8.3.

16.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form to the County Project Manager at least 14 calendar days before the date of the proposed closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval

17. Underground Facilities

17.1. The location(s) of the utilities shown in the plans (including those designated Vv, Vh and Vvh) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations apply only at the points shown. Interpolations between these points have not been verified.

18. HISTORICAL AND ARCHAEOLOGICAL

18.1. If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty according to the General Conditions.

19. EMERGENCIES

19.1. In the event of an emergency, the Contractor shall immediately notify the County and the Construction Project Manager.

20. CONTAMINATION

20.1. Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hoursof occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

21. SAFETY

21.1. The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.

21.2. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc.(Sunshine 811), at 811 or 1-800-432-4770 or www.sunshine811.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

22. WORK AREA CLEAN-UP REQUIREMENTS

22.1. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.

22.2. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at substantial completion of the Work.

23. WORK STOPPAGE

23.1. From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be required to stop work, the Construction Project Manager shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the Construction Project Manager shall agree to and document the number of additional Days to be added to the Contract Time to accommodate the requested work stoppage.

24. VIDEO RECORDS

24.1. Pre-Construction Video Record: Before beginning mobilization activity, the Contractor shall video record the existing conditions in the project area before the start of any construction activity. The video recording shall document the condition of all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction. The video recording shall be delivered to the County / Construction Project Manager 14 days prior to the start of any construction activity for review and approval.

24.2. Post-Construction Video Record: In addition to the video recording requirements of FDOT Standard Specification 430-4.8, within ten (10) calendar days after the date of final completion the Contractor shall video record the finished project. The video recording shall document the condition of the finished construction project, all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction.

24.3. All video records shall be delivered to the County / Construction Project Manager on digital video disk (DVD) in a format compatible with Microsoft Media Player and labeled with the project number, project name, date and subject, and the name, address and telephone number of the Contractor and the company responsible for recording the video record. The cost for the Pre-Construction Video Record, Post-Construction Video Record and the required DVD copies shall be included in the lump sum bid unit price for 101-1 Mobilization.

25. Application for Progress Payment

25.1. By signing and submitting an Application for Payment the Contractor certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents.

25.2. When the Contract contains Utility Work by Highway Contractor the Contractor shall prepare a separate Application for Payment for each utility participating in the Utility Work by Highway Contractor. The Contractor shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

25.3. In addition to the requirements of General Conditions 17.6 and 17.7, the final completion and waiver of claims will not be accepted by the County until the Certified As-Built Survey Drawings have been reviewed and accepted by the County and the required number of sets of the accepted Certified As-Built Survey Drawings and electronic files, and the Certificate of Final Completion have been received by the County.

25.4. Each Application for Payment submitted by the Contractor shall include a copy of all invoices for stored materials and the materials certifications for all materials stored or used in the work that is included in said Application for Payment.

26. LIQUIDATED DAMAGES

26.1. The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

26.2. Should the Contractor request and be granted additional time to reach substantial completion via change order(s), the last revised date shall be the date used to calculate the time from which liquidated damages will be assessed.

26.3. Applicable liquidated damages are the amounts established in FDOT Specification 8-10.2 Amount of Liquidated Damages

27. PERFORMANCE EVALUATIONS

27.1. The Contractor will be evaluated on the performance of work and administration of the contract. Deficiency letters may be issued to the Contractor by the County for any work or activity of the Contractor or their subcontractors that does not satisfy the terms or intent of the contract. Deficiency letters will be a part of the interim and final Contractor performance evaluations of the contract.

28. PROJECT CONTINGENCIES

28.1. The Bid Form includes $200,000.00 in contingency funds. The contingency funds are for one category. The County shall approve charges against contingencies prior to invoicing. Any established unit prices shall prevail. If there are no unit prices established for the work, then the Contractor shall be reimbursed as defined in the General Conditions. The contingency funds will be used for actual work (time and materials). The contingency funds will not be used for any delay cost but may only be used for unforeseen conditions as determined by and agreed to by the County. The project contingencies have been defined as follows:

28.1.1. Roadway: $200,000.00.

29. DEFAULT AND REMEDY

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

30. PROCUREMENT OF RECOVERED MATERIALS

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

30.1.1. Competitively within a timeframe providing compliance with the contract performance schedule;

30.1.2. Meeting contract performance requirements; or

30.1.3. At a reasonable price.

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

31. NO OBLIGATION BY FEDERAL GOVERNMENT

31.1. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

32. PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENT OR RELATED ACTS

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

33. MISCELLANEOUS

33.1. Workdays are defined as Monday through Friday from 7 AM to 6 PM unless otherwise agreed upon by the County.

33.2. The Contractor shall utilize E-Verify. The use of E-Verify is mandatory on this project.

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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

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

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

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

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

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

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

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

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

NOTE: Any information provided in the Technical Specifications or Drawings that relates to the Procurement process or the General Conditions of this solicitation are superseded by the County's Purchasing Policies and Procedures Manual and the General Conditions contained herein.

ATTENTION BIDDERS

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

You may register by going to the following link:

https://www.polk-county.net/business/procurement/vendor-information/

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

Only registered vendors will receive notifications of future bids and quotes.

Part C – BID SUBMITTAL
(Unit Price)

NAME OF PROJECT: BID #26-003, Rock Ridge Road Bridge Replacement

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE PROVIDED FOR THIS BID SUBMITTAL TO BE CONSIDERED BY THE COUNTY

***NOTE: ALL UNIT PRICE PAGES MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT WILL CAUSE THE BID TO BE REJECTED.**

1. **BID PRICE** $_____
(Note: This total represents the sum of the unit prices on Excel Bid Sheet.)

WRITTEN AMOUNT (SPELL OUT)

_____ DOLLARS

_____ CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** ___180___ CALENDAR DAYS

3. **NAME OF BIDDER:** _____
(typed or printed: firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

_____ _____
State Certification Number Individual's Name (Print or Type)

_____ _____
Polk County Registration Number Individual's Name (Print or Type)

_____
Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No._____ Date__

Addendum No._____ Date__

Addendum No._____ Date__

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature – in ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____
Address City State Zip Code

_____
Telephone Number

_____
Email Address

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

Subscribed and sworn to (or affirmed) before me this _____(Date) _____

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

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

PART D – EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____(hereinafter called the Principal) and_____(hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of_____,and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of_____dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of

_____

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____day of_____20__.

ATTEST:

PRINCIPAL:_____

_____
Witness

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY:_____
Printed Name

_____
Witness

BY:_____(SEAL)
Attorney in Fact

_____
Witness

_____
Printed Name

_____
Business Address

_____

NOTES:
1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

EXHIBIT II
PUBLIC CONSTRUCTION BOND
FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

_____

_____

OWNER NAME: Polk County, a political subdivision of the State of Florida

OWNER ADDRESS: 330 West Church Street

Bartow, FL 33880

OWNER PHONE NO: 863-534-6757

OBLIGEE NAME: (if contracting entity is different from the owner, the contracting public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: _____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION OF PROJECT: _____

_____

PROJECT LOCATION: _____

PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That_____, as Principal, and_____, as Surety, located at _____ _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida as Obligee in the sum of_____Dollars, ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated_____, 20___ (date of bid award) between Principal and County for construction of Bid 22-115, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and

3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this_____ day of_____, 20___.

ATTEST:

_____
Witness

_____
Witness

PRINCIPAL:_____

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

_____
Witness

_____
Witness

SURETY: _____
Printed Name

BY: (SEAL)
Attorney in Fact

_____
Printed Name

_____
Business Address

_____

EXHIBIT III
PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid #26-003, and the inclusion by _____ (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this_____day of_____, 20___, by _____

_____ (Name of Surety)

_____
Authorized signature of Surety

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of_____)
SS
County of_____)

_____, being first duly sworn, deposes and says that:

1. They are_____of_____, the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this_____day of_____, 20 _____

_____

_____
(Title)

My Commission expires _____

EXHIBIT V

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of_____)
SS
County of_____)

_____, being first duly sworn, deposes and says that:

1. They are_____of_____, hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to_____the Contractor for certain work in connection with Bid: _____.

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed_____

Title_____

Subscribed and sworn to before me this_____day of_____, 20_____

_____

_____
(Title)

My Commission expires_____

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 26-003

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid # 26-003.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this_____day of_____, 20 ____

Name of Firm _____

By _____

_____
Title of Person Signing

Subscribed and sworn to before me this_____day of_____, 20 _____

_____

_____
(Title)

My Commission expires _____

Exhibit VI-A, Subcontract List

		Classification															
Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total	% of Total
Maintenance of traffic																	
Signing																	
Pavement markings																	
Asphalt																	
Clearing & Grubbing																	
Misc 1																	
Misc 2																	
Totals		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0.00%

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://vcl.polk.one/vendordirectory, Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

	Division of Work	Results of Good Faith Effort
1.		
2.		
3.		
4.		
5.		

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A._____	_____	_____	$_____	$
B._____	_____	_____	$_____	$
C._____	_____	_____	$_____	$
D._____	_____	_____	$_____	$
			Total	$

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: _____

Address: _____

_____

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

   YES_____NO ____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

   YES_____NO ____

3. Bidder has filed all compliance reports due under applicable instructions:

   YES_____NO ____

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

_____

Printed Name

_____

Title

_____

Signature

_____

Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that_____does: (Name of Business)

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's 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 subsection (a).

4. In the statement specified in subsection (1), 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 1892 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 this section.

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

_____
Bidders Signature

_____
Date

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this_____day of_____, 20 _____

Name of Firm _____

By _____

_____

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This_day of_, 20 _____

Notary Public:_____

My Commission Expires:_____

GENERAL CONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT

Exhibit XI

TO: POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Application Date: _____

Page _____ of _____ page

CONTRACTOR: _____

REMIT TO: _____

_____

Application No.: _____

Contract No.: _____

PO No.: _____

PROJECT: _____

Period From: _____

To: _____

CHANGE ORDER SUMMARY			
Change Orders approved this month			
Number	Date Approved	ADDITION	DEDUCTION
TOTAL		$ -	$ -
Approved in previous months			
Number	Date Approved		
TOTALS		$ -	$ -
Net change by Change Orders			$ -

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM**		
2. Net change by Change Orders		$ -
3. **CONTRACT SUM TO DATE** (Line 1 +/- 2)		$ -
4. **TOTAL COMPLETED & STORED TO DATE** (Col. G)		
5. **RETAINAGE**		
a. 5 % of Completed work (Column D + E)		
b. 5 % of Stored Material (Column F)		
Total Retainage (Line 5a + 5b)		$ -
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ -
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from previous application)		
8. **CURRENT PAYMENT DUE**		$ -
9. **BALANCE TO FINISH, WITH RETAINAGE** (Line 3 less Line 6)		$ -

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the County, and that current payment shown herein is now due.

CONTRACTOR: _____

State of: _____ County of: _____

By _____ Date _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

_____

Professional

_____

By _____ Date _____

Subscribed and sworn to before me this _____ day of _____ ,20

Notary Public: _____

My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

COUNTY: By: _____

Authorized Signature Date

UNIT PRICE **SCHEDULE OF VALUES**

A	B	C	C1	C2	D	E	F	G	H	I	J	K
					WORK COMPLETED							
Item No. Include MBE Extension)	Description	Scheduled Value	Quantity	Unit Price	Previously Completed	Quantity Complete this period	Cost this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
							$ -		$ -	#DIV/0!	$ -	$ -
Page Total		$ -			$ -	$ -	$ -	$ -	$ -		$ -	$ -

LUMP SUM **SCHEDULE OF VALUES**

A	B	C	D	E	G	H	I	J	K
			WORK COMPLETED						
Item No. Include MBE Extension)	Description	Scheduled Value	Previously Completed	Quantity Complete this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
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						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
Page Total		$ -	$ -	$ -	$ -	$ -		$ -	$ -

EXHIBIT XII
CONTRACTOR CERTIFICATION OF
DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS

DATE _____

PROJECT: _____ CONTRACT NO. _____

PROGRESS PAYMENT NUMBER: _____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by the County for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:
The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

_____ **Subcontractor or Supplier Name**	_____ **Subcontractor or Supplier Name**
_____ **Street Address**	_____ **Street Address**
_____ **City, State and Zip**	_____ **City, State and Zip**

State of Florida
County of _____
Sworn to and subscribed before me this _____ day of by

_____
(Print name of authorized person signing Certification)

_____
(Notary Public) **Commission Expires**

Personally known_____OR Produced Identification_____

Type of Identification Produced _____

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

_____
Contractor

_____
By

_____
Title

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

TN08/2010

EXHIBIT XIII
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____ County's Project No.:_____

Contract No:_____ Contract Date:_____

Notice to Proceed Date:_____ Completion Date:_____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on_____. This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents.

Once all punch list items are complete, a list of closeout documents to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within____calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV
CERTIFICATE OF FINAL COMPLETION

Project: _____ County's Project No.: _____

Contract No.: _____ Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____. This Certificate of Final Completion applies to all Work under the Contract Documents. The warranty period shall begin on the date established herein.

All closeout documents have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: (Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XV
MATERIALS AND EQUIPMENT STORED ON SITE

Contractor's Estimate No._____Project _____
Period_____to_____Page____ of Preparer
(signature & typed name)_____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBIT XVI
ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT:

AAR NUMBER:
CONTRACT NO.:

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS
BARTOW, FLORIDA 33830

CONTRACTOR:

ARCHITECT/ENGINEER:

DESCRIPTION OF ALLOWANCE WORK:

Reason for change:

***Not valid until signed by the County, Architect/Engineer and Contractor.**

Amount of Allowance Authorization included in this Contract is ..... $
Amount of Allowance Authorization used to date ..... $
Amount of Allowance Authorization used this AAR ..... $
Balance of remaining AAR ..... $

Original Contract Time ..... _____ days
Amount of the Allowance Authorization time included in this Contract is ..... _____ days
Amount of Allowance Authorization time used to date ..... _____ days
Amount of Allowance Authorization time used this AAR ..... _____ days
Balance of remaining Allowance Authorization Time is ..... _____ days
Date of substantial completion therefore is ..... _____ days

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONTRACTOR: _____

Date: _____

COUNTY: _____
Department Director

Date: _____

ARCHITECT/ENGINEER: _____

Date: _____

AAR over $25,000.00 **BOARD OF COUNTY COMMISSIONERS:** _____
CHAIRMAN

Date: _____

EXHIBIT XVII
CHANGE ORDER

PROJECT:
BID NO.:

CHANGE ORDER NUMBER:
CONTRACT NO.:

CONTRACTOR:

POLK COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

ARCHITECT/ENGINEER:

DESCRIPTION OF CHANGE ORDER:

Contract is changed as follows:

ARCHITECT/ENGINEER:_____
Date:_____Signature

Not valid until signed by the County and Contractor.

Original Contract Sum	$
Net change by previously authorized Change Orders	$
Contract Sum prior to this Change Order	$
Contract Sum will be **increased/ decreased** by this Change Order in the amount of	$
New Contract Sum including this Change Order will be	$

Contract Time will be increased by_____days.
Date of substantial Completion as of the date of this Change Order therefore is _____

The above changes are accepted by:

CONTRACTOR:_____Date:_____

YOU ARE HEREBY AUTHORIZED TO MAKE THE CHANGES NOTED ABOVE:

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

_____
Division Director Date

(Change order increases require Board approval)

Reviewed as to form and legal sufficiency:

_____ _____
County Attorney's Office Date County Manager or designee Date

_____
CHAIRMAN **Date**

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects $250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 26-003

_____
Contractor

_____
Signature

_____
Printed Name of Signer

_____
Date

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: **26-003**

PROJECT NAME: **Rock Ridge Road Bridge Replacement**

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

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

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

Company Name: _____

_____

Signature Title Date

STATE OF:_____
COUNTY OF:_____

The foregoing instrument was signed and acknowledged before me this_____day of _____, 20___, by_____who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

EXHIBIT XX
STATEMENT OF NO BID

If submitting a "NO BID", Bidder shall return this form to the Polk County Board of County Commissioners Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: for the following reasons:

____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).

____ Insufficient time to respond to invitation for bid.

____ We do not offer this product or service.

____ Our schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet bond or insurance requirements.

____ Specifications unclear (please explain below).

____ Other (please specify below).

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

_____
Typed Name and Title

_____
Signature

_____
Company

_____
Address

_____
Telephone Number

_____
Date

Transportation Division

Jay M. Jarvis, P.E.
Director

EXHIBIT XXI – Lane Closure

3000 Sheffield Road
Winter Haven, Florida 33880

Phone: (863) 535-2200
Fax: (863) 534-7339

POLK COUNTY

Board of County Commissioners

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

Note: This lane closure request must be received by the Transportation Division at least **(7) working days** prior to the anticipated start date of the lane closure. Please submit **completed** form to; *roadclosurecoordinator@polk-county.net*

Attach Map and/or Detour

Reviewed by:

Joe Montoya, P.E. Date
Inspection & Testing, Engineering Manager

Approved by:

Amy J. Shafer, P.E. Date
Traffic Engineer

Jay M. Jarvis, P.E. Date
Transportation Division Director

This notice is provided as a public service by Polk County Transportation Division.

Equal Opportunity Employer

EXHIBIT XXII – Road Closure

Roads & Drainage Division

Jay M. Jarvis, P.E.
Director

POLK COUNTY
Board of County Commissioners

3000 Sheffield Road
Winter Haven, Florida 33880

Phone: (863) 535-2200
Fax: (863) 534-7339

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR CLOSURE:

ROAD CLOSURE JUSTIFICATION:
ANTICIPATED START DATE:
ESTIMATED DURATION OF CLOSURE:
ESTIMATED DURATION OF PROJECT:
CONTACT PERSON/AGENCY:
PROJECT MANAGER/AGENCY:
NOTIFICATION: Newspapers, Information to PIO; Transportation will notify all emergency agencies, other County agencies, and BoCC.

DATE OF NOTICE:

SUBJECT:

PROJECT NAME:

PROJECT DESCRIPTION:

PROJECT LOCATION:

REASON FOR LANE CLOSURE:

LANE CLOSURE JUSTIFICATION:

ANTICIPATED START DATE:

ESTIMATED DURATION OF LANE CLOSURE:

ESTIMATED DURATION OF PROJECT:

CONTACT PERSON/AGENCY:

PROJECT MANAGER/AGENCY:

NOTIFICATION: Newspapers, Information to PIO; Roads & Drainage will notify all emergency agencies, other County agencies, and BoCC.

Note: This road closure request must be received by the Roads & Drainage Division at least **(10) working days** prior to the anticipated start date of the road closure. Please submit **completed** form to; roadclosurecoordinator@polk-county.net

Attach Map and/or Detour

Reviewed by:

Joe Montoya, P.E. Date
Inspection &Testing Section, Engineering Manager

Amy J. Shafer, P.E. Date
Traffic Engineer

Approved by:

Jay M. Jarvis, P.E. Date
Transportation Division Director

William D. Beasley, P.E. Date
Deputy County Manager

Road closures are granted only when no other feasible alternative exist and for the shortest period of time possible to accomplish the specific activity. Please provide specific information justifying the need and time required for the closure.

This notice is provided as a public service by Polk County Roads & Drainage Division.

EXHIBIT XXIII
WORK PLAN
CONTROLLING ITEM OF WORK

POLK COUNTY PROJECT NO. _____ CONTRACT NO. _____

In accordance with the accepted work schedule, the controlling items of work for the period (weekly / bi-weekly) from

_____ to _____ are as follows:

Description	Location/Limits

Prime Contractor or Subcontractors will work:

5 day work week _____ 6 day work week
7 day work week _____ Other

Contractor's comments:

_____

_____

_____

_____

_____

_____

_____

_____

Submitted by: _____
Contractor's Representative (signature) Date

Project Engineer's comments:

_____

_____

_____

_____

Approved by: _____
Project Engineer (signature) Date

Distribution: Original - Project File
1 Copy - Contractor (as requested)

SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXIV

(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 26-003

PROJECT NAME: Rock Ridge Road Bridge Replacement

The undersigned, as_____of_____ (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Florida Statutes, Section 287.135:

(i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List; and

(ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

(as both such lists are created pursuant to Florida Statutes, Section 215.473); and

(iii) the Contractor does not have business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(iv) the Contractor was not on either of the foregoing lists or conducting business operations in Cuba or Syria when it submitted its bid to the County; and

(v) the Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters; and

(vi) the undersigned is duly authorized to execute this Certification by and on behalf of the Consultant.

Executed this_____day of_____, 202__.

ATTEST:

_____
a corporation

By:_____ By: _____

PRINTED NAME:_____ PRINTED NAME: _____

Its:_____ Its: _____

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

PROJECT NAME: _____

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

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

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

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

Executed this _____ day of _____, 2025.

ATTEST:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

Exhibit XXVI Affidavit Regarding the Use of Coercion for Labor or Services

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

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

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

Further Affiant sayeth naught.

_____
NONGOVERNMENTAL ENTITY

_____
SIGNATURE

_____
PRINT NAME

_____
TITLE

_____
DATE

PART E

CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and _____, its successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid _____.

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of $_____ plus the Allowance Work amount of $_____ the total sum being $_____. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Final Completion within _____ calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are _____ days. The allowance time for this project is _____ days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment due until such time retainage is reduced in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contactor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY:_____
CHAIRMAN

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

SEAL

CONTRACTOR:_____

BY:_____
Authorized Corporate Officer or Individual

_____
(Printed or Typed Name of Signer)

_____
(Printed or Typed Title of Signer)

_____
(Business Address of Contractor)

_____
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART F

CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE

October 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
BID# 26-003

ROCK RIDGE RD BRIDGE REPLACEMENT

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

Contained within this addendum: questions and answers received.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

BID 26-003
ROCK RIDGE RD BRIDGE REPLACEMENT
ADDENDUM #1

Question 1: Who will perform the inspection services, Polk County or a consultant?

Answer: The County is planning to use the services of RS&H for inspection and testing.

Question 2: Has the US Army Corps of Engineers permit been extended permit says work to be completed by 3-14-2026?

Answer: No, the USACE permit has not been extended. The County will request a time extension after a construction schedule has been established.

Question 3: What permits are required for the contractor to obtain?

Answer: Please refer to the NPDES Construction Generic Permit requirements.

Question 4: Does local preference apply to this project?

Answer: Yes. Please see page 17 #29.0 Local Preference of the bid package.

Question 5: When is the expected stat date for construction?

Answer: Construction is anticipated to begin in January of 2026.

Question 6: Does this job include any grant/federal funds or Davis Bacon requirements?

Answer: No.

Question 7: Will the contractor be required to provide a QC manager?

Answer: Yes, the contractor is responsible for QC. Please refer to page 80 Section 8.3 of the Supplemental Conditions of the bid package.

Question 8: Please confirm normal removal methods/equipment for extraction of the "temporary critical walls" will not damage or cause stabilization/settlement issues with the GRS-IBS abutments or advise if these "temporary critical walls" are to remain in place (permanently) and be cutoff below the subgrade?

Answer: Please review the contract plans pertaining to the critical temporary sheet pile walls, including the removal note specified on the Construction Sequence (2 of 3) sheet. The contractor is responsible for determining their means and methods of removal, ensuring that no damage and stabilization/settlement issues occur to the GRS-IBS abutments.

Part C – BID SUBMITTAL
(Unit Price)

NAME OF PROJECT: BID #26-003, Rock Ridge Road Bridge Replacement

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE PROVIDED FOR THIS BID SUBMITTAL TO BE CONSIDERED BY THE COUNTY

***NOTE: ALL UNIT PRICE PAGES MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT WILL CAUSE THE BID TO BE REJECTED.**

1. **BID PRICE** $ 2,123,282.00
(Note: This total represents the sum of the unit prices on Excel Bid Sheet.)

WRITTEN AMOUNT (SPELL OUT)

two Million one hundred twenty three thousand two hundred 82 DOLLARS

zero CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** 180 CALENDAR DAYS

3. **NAME OF BIDDER:** Timmons Contracting Inc dba Louin Construction
(typed or printed: firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

CGC1512190 & CUC1224512
State Certification Number

Troy Timmons
Individual's Name (Print or Type)

2008429
Polk County Registration Number

Troy Timmons
Individual's Name (Print or Type)

Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. 1 Date 10/24/25

Addendum No. _____ Date ___

Addendum No. _____ Date ___

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date 11/5/2025
(Bid Receiving Date)

BIDDER: Timmons Contracting Inc dba Louin Construction

BY: _____
(Authorized Signature – in ink)

Troy Timmons
(Printed Name of Signer)

President
(Printed Title of Signer)

6204 33rd St E Bradenton FL 34203
Address City State Zip Code

941-755-4812
Telephone Number

troy@louinconstruction.com
Email Address

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION
STATE OF Florida County OF Manatee
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 11/5/2025 (Date) by Troy Timmons (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☑ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.
Subscribed and sworn to (or affirmed) before me this 4th (Date) November 2025
CM Payne (Official Notary Signature and Notary Seal)
CLIFF PAYNE (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

CLIFF PAYNE
Notary Public - State of Florida
Commission # HH 327954
My Comm. Expires Nov 4, 2026
Bonded through National Notary Assn.

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Bid 26-003 Bid Sheet

A. ROADWAY/DRAINAGE ITEMS						
No.	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	9.1	$ 270.00	$ 2,457.00
2	0102-60	WORK ZONE SIGN	ED	4200	$ 0.28	$ 1,176.00
3	0102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF	200	$ 46.00	$ 9,200.00
4	103-71-16	TEMPORARY BARRIER, F&I, FREE STANDING	LF	300	$ 43.00	$ 12,900.00
5	102-74-1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	6366	$ 0.16	$ 1,018.56
6	102-89-1	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION	LO	4	$ 1,400.00	$ 5,600.00
7	102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	356	$ 14.00	$ 4,984.00
8	102115	TYPE III BARRICADE	ED	300	$ 0.35	$ 105.00
9	102120	TEMPORARY TRAFFIC SIGNALS FOR LANE CLOSURES ON TWO-LANE, TWO-WAY ROADWAYS	ED	900	$ 75.00	$ 67,500.00
10	104-11	FLOATING TURBIDITY BARRIER	LF	40	$ 26.00	$ 1,040.00
11	104-12	STAKED TURBIDITY BARRIER	LF	684	$ 11.00	$ 7,524.00
12	110-1-1	CLEARING & GRUBBING	LS/AC	0.670	$ 18,700.00	$ 12,529.00
13	110-7-1	MAILBOX, F&I SINGLE	EA	4	$ 868.00	$ 3,472.00
14	120-1	REGULAR EXCAVATION	CY	188.0	$ 56.00	$ 10,528.00
15	120-6	EMBANKMENT	CY	178.0	$ 130.00	$ 23,140.00
16	160-4	TYPE B STABILIZATION	SY	1119	$ 53.00	$ 59,307.00
17	285-701	OPTIONAL BASE, BASE GROUP 1	SY	155	$ 166.00	$ 25,730.00
18	285-711	OPTIONAL BASE, BASE GROUP 11	SY	1004	$ 79.00	$ 79,316.00
19	286-1	TURNOUT CONSTRUCTION/DRIVEWAY BASE- OPTIONAL MATERIALS	SY	71	$ 168.00	$ 11,928.00
20	327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	2300	$ 6.25	$ 14,375.00
21	334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	329.9	$ 357.00	$ 117,774.30
22	339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	7.2	$ 1,156.00	$ 8,323.20
23	430-174-118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"SD	LF	40	$ 550.00	$ 22,000.00
24	430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	4	$ 2,340.00	$ 9,360.00
25	536-1-1	GUARDRAIL-ROADWAY, GENERAL TL-3	LF	463	$ 31.00	$ 14,353.00
26	0536 8112	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I, APPROACH TL-3	EA	2	$ 3,600.00	$ 7,200.00
27	0536 8113	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER, F&I- INDEX 536-001, TRAILING	EA	2	$ 2,300.00	$ 4,600.00
28	0536 73	GUARDRAIL REMOVAL	LF	421	$ 6.00	$ 2,526.00
29	536-85-20	GUARDRAIL END TREATMENT - TRAILING ANCHORAGE	EA	2	$ 1,631.00	$ 3,262.00
30	536-85-24	GUARDRAIL END TREATMENT - PARALLEL APPROACH TERMINAL	EA	1	$ 3,898.00	$ 3,898.00
31	536-85-26	GUARDRAIL END TREATMENT - TYPE CRT	EA	1	$ 3,291.00	$ 3,291.00
32	570-1-2	PERFORMANCE TURF, SOD	SY	1049	$ 13.00	$ 13,637.00
33	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	2	$ 700.00	$ 1,400.00
34	700-1-60	SINGLE POST SIGN, REMOVE	AS	8	$ 125.00	$ 1,000.00
35	705-10-3	OBJECT MARKER, TYPE 3	EA	4	$ 225.00	$ 900.00
36	706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	23	$ 25.00	$ 575.00
37	0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.981	$ 4,000.00	$ 3,924.00
38	0710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE, 24"	LF	209	$ 4.00	$ 836.00
39	0710 11141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2'-4' DOTTED GUIDELINE, 6"	GM	0.025	$ 1,200.00	$ 30.00
40	0710 11231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP 6" (10'/30')	GM	0.184	$ 700.00	$ 128.80
41	0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24"	LF	13	$ 60.00	$ 780.00
42	0711 15101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	0.348	$ 18,000.00	$ 6,264.00
43	0711 15231	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6" (10'/30')	GM	0.184	$ 5,000.00	$ 920.00
					ROADWAY/DRAINAGE ITEMS SUBTOTAL	$ 580,811.86
B. STRUCTURAL ITEMS						
44	0110 3	REMOVAL OF EXISTING STRUCTURES/BRIDGES	LS/SF	757.6	$ 125.00	$ 94,700.00
45	400-4-47	CONCRETE CLASS IV, CAST IN PLACE TOPPING WITH SHRINKAGE REDUCING ADMIXTURE	CY	51.0	$ 2,600.00	$ 132,600.00
46	415-1-4	REINFORCING STEEL - BRIDGE SUPERSTRUCTURE	LB	11244	$ 3.00	$ 33,732.00
47	0450 8 11	PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH 12" CARBON STEEL, WIDTH 48-51"	LF	396.1	$ 420.00	$ 166,362.00
48	0455133 2	SHEET PILING STEEL, TEMPORARY-CRITICAL	SF	2259.0	$ 75.00	$ 169,425.00
49	0521 5 13	CONCRETE TRAFFIC RAILING - BRIDGE, 36" SINGLE-SLOPE	LF	81.2	$ 502.00	$ 40,762.40
50	530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	408.6	$ 250.00	$ 102,150.00
51	0530 74	BEDDING STONE	TN	176.1	$ 280.00	$ 49,308.00
52	0549 2	GRS BRIDGE ABUTMENT	SF	841.3	$ 350.00	$ 294,455.00
53	0549 3	GRAVEL FILL	CY	375.2	$ 78.00	$ 29,265.60
					STRUCTURAL ITEMS SUBTOTAL	$ 1,112,760.00
					COMBINED ROADWAY/DRAINAGE, STRUCTURAL SUBTOTAL	$ 1,693,571.86
		MOBILIZATION (101-1)	LF	1	$ 132,571.94	$ 132,571.94
		MAINTENANCE OF TRAFFIC (102-1)	LF	1	$ 97,138.20	$ 97,138.20
					ROADWAY CONTINGENCY	$ 200,000.00
					(BASE BID) TOTAL	$ 2,123,282.00

Timmons Contracting Inc dba Louin Construction
Company Name

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK
BID # 26-003

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid # 26-003.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal at the pre-award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 5th day of November, 2025

Name of Firm Timmons Contracting Inc dba Lovin Construction

By _____

President
Title of Person Signing

Subscribed and sworn to before me this 4th day of November, 20 25

_____

_____
(Title)

My Commission expires _____

CLIFF PAYNE
Notary Public - State of Florida
Commission # HH 327954
My Comm. Expires Nov 4, 2026
Bonded through National Notary Assn.

October 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
BID# 26-003

ROCK RIDGE RD BRIDGE REPLACEMENT

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

Contained within this addendum: questions and answers received.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: _____

Printed Name: Troy Timmons

Title: President

Company: Timmons Contracting Inc dba Louin Construction

BID 26-003
ROCK RIDGE RD BRIDGE REPLACEMENT
ADDENDUM #1

Question 1: Who will perform the inspection services, Polk County or a consultant?

Answer: The County is planning to use the services of RS&H for inspection and testing.

Question 2: Has the US Army Corps of Engineers permit been extended permit says work to be completed by 3-14-2026?

Answer: No, the USACE permit has not been extended. The County will request a time extension after a construction schedule has been established.

Question 3: What permits are required for the contractor to obtain?

Answer: Please refer to the NPDES Construction Generic Permit requirements.

Question 4: Does local preference apply to this project?

Answer: Yes. Please see page 17 #29.0 Local Preference of the bid package.

Question 5: When is the expected stat date for construction?

Answer: Construction is anticipated to begin in January of 2026.

Question 6: Does this job include any grant/federal funds or Davis Bacon requirements?

Answer: No.

Question 7: Will the contractor be required to provide a QC manager?

Answer: Yes, the contractor is responsible for QC. Please refer to page 80 Section 8.3 of the Supplemental Conditions of the bid package.

Question 8: Please confirm normal removal methods/equipment for extraction of the "temporary critical walls" will not damage or cause stabilization/settlement issues with the GRS-IBS abutments or advise if these "temporary critical walls" are to remain in place (permanently) and be cutoff below the subgrade?

Answer: Please review the contract plans pertaining to the critical temporary sheet pile walls, including the removal note specified on the Construction Sequence (2 of 3) sheet. The contractor is responsible for determining their means and methods of removal, ensuring that no damage and stabilization/settlement issues occur to the GRS-IBS abutments.

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://vcl.polk.one/vendordirectory, Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

	Division of Work	Results of Good Faith Effort
1.	ROADWORK & DRAINAGE	ONGRADE CONTRACTING, INC. 12409 SW SHERI AVE. UNIT 101 LAKE SUZY, FL 34269
2.	MAINTENANCE OF TRAFFIC	ACME BARRICADES, LC. 9800 NORMANDY BLVD. JACKSONVILLE, FL 32221
3.	STRIPING & SIGNAGE	MCSHEA CONTRACTING 508 OWEN AVE. NORTH LEHIGH ACRES, FL 33971
4.	GUARDRAIL	TURTLE INFRASTRUCTURE PARTNERS, LLC. P.O. BOX 1858 LARGO, FL 33779
5.	QUALITY CONTROL	ROBERTS CONSULTING SERVICES, INC. 2003 HAVENDALE BLVD. WINTER HAVEN, FL 33881

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring, Special (Trench Excavation)

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. Temp Sheet Pile	SF	2259	$ 75	$ 169,425.00
B. Sloping	LF	200	$ 10.00	$ 2000.00
C.			$	$
D.			$	$
			Total	$

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: TIMMONS CONTRACTING, INC. dba Louis Construction

Address: 6204 33RD ST. E. BRADENTON, FL 34203

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES ✓ NO ____

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES ✓ NO ____

3. Bidder has filed all compliance reports due under applicable instructions:

YES ✓ NO ____

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that_____does: (Name of Business)
TIMMONS CONTRACTING INC. dba Lovin Construction

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's 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 subsection (a).

4. In the statement specified in subsection (1), 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 1892 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 this section.

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

Bidders Signature

12/23/2025
Date

EXHIBIT X

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this 23rd day of December, 2025

Name of Firm TIMMONS CONTRACTING, INC. dba Lovin Construction

By _____

PRESIDENT

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This 23 day of 12 2025

Notary Public: _____

My Commission Expires: _____

Notary Public State of Florida
Karlie J. Arm
My Commission HH 634840
Expires 2/2/2029

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: **26-003**

PROJECT NAME: **Rock Ridge Road Bridge Replacement**

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

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

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

Company Name: TIMMONS CONTRACTING, INC DBA LOVIN CONSTRUCTION

Signature | PRESIDENT Title | 12/23/2025 Date

STATE OF: FLORIDA
COUNTY OF: MANATEE

The foregoing instrument was signed and acknowledged before me this 23rd day of December, 2025, by TRAY TIMMONS who has produced
(Print or Type Name)

personally known as identification.
(Type of Identification and Number)

Notary Public Signature

Karlie J. Arm
Printed Name of Notary Public

Notary Commission Number/Expiration

Notary Public State of Florida
Karlie J. Arm
My Commission HH 634840
Expires 2/2/2029

SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXIV

(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 26-003

PROJECT NAME: Rock Ridge Road Bridge Replacement

The undersigned, as PRESIDENT of TIMMONS CONTRACTING, INC DBA LOVIN CONSTRUCTION (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Florida Statutes, Section 287.135:

(i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List; and

(ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

(as both such lists are created pursuant to Florida Statutes, Section 215.473); and

(iii) the Contractor does not have business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(iv) the Contractor was not on either of the foregoing lists or conducting business operations in Cuba or Syria when it submitted its bid to the County; and

(v) the Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters; and

(vi) the undersigned is duly authorized to execute this Certification by and on behalf of the Consultant.

Executed this 23rd day of December, 2025.

ATTEST:

By: _____
PRINTED NAME: Karlie J. Arm
Its: Office manager

Timmons Contracting Inc dba Lovin Construction
a corporation

By: _____
PRINTED NAME: Tray Timmons
Its: President

XXIV-1

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

PROJECT NAME: ROCK RIDGE RD. BRIDGE REPLACEMENT

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

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

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

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

Executed this 23rd day of December, 2025.

ATTEST:

By: Karlie J. Arms
PRINTED NAME: Karlie J. Arms
Its: Office Manager

CONTRACTOR: Timmons Contracting Inc dba Lovin Construction

By:
PRINTED NAME: TROY TIMMONS
Its: PRESIDENT

Exhibit XXVI Affidavit Regarding the Use of Coercion for Labor or Services

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

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

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

Further Affiant sayeth naught.

Timmons Contracting Inc dba Lovin Construction
NONGOVERNMENTAL ENTITY

SIGNATURE

TROY TIMMONS
PRINT NAME

PRESIDENT
TITLE

12/23/2025
DATE

EXHIBIT XXV

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Timmons Contracting Inc dba Lovin Construction certifies, to the best of his or her knowledge, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Timmons Contracting Inc dba Lovin Construction, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Troy Timmons (President)
Name and Title of Contractor's Authorized Official

12/23/2025
Date

Contractor Reference

Name of Client: Sarasota County

Address of Client: 1001 Sarasota Center Boulevard, Sarasota, FL 34240

Contact Person to Include: Chris Maggs
James Stock

Phone Number and email address:
Chris - 941-735-8258 / CMaggs@scgov.net
James - 941-780-3402 / JStock@scgov.net

Brief Description of the Project:
Brookside Dr. Bridge Replacement Project w/ associated Utility & Rd Work.

Project Address:
Brookside Drive Between Forest LN & Bryce LN. Sarasota FL

Date Project Completed: 2/3/2021

List of all subcontractors used for the project:

ACME Barricades
B&E Signal & Lighting
Cross Surveying
Hazeltine Nurseries
Kates Enviro
Lomski Engineering & testing
Mariotti Site Development & Paving
Terry's Tree Service

Contractor Reference

Name of Client: Manatee County

Address of Client: 1022 26th Ave East, Bradenton, FL 34208

Contact Person to Include: Jim Shuler

Phone Number and email address:

239-872-5961 / Jim.Shuler@mymanatee.org

Brief Description of the Project:

Wauchula Rd over Youngs Creek Bridge Replacement with associated Drainage & Roadway Work

Project Address:

Approx. 6810 Wauchula Rd Myakka City, FL 34251

Date Project Completed: 8/11/2023

List of all subcontractors used for the project:

- ALME Barricades
- Hughey Construction Services, LLC
- John Burgstiner Inc
- Kales Enviro
- McShea Contracting, LLC
- Terry's Tree Service
- Tomahawk Surveying
- Turtle Infrastructure

Contractor Reference

Name of Client: Manatee County

Address of Client: 1022 26th Ave East, Bradenton FL 34208

Contact Person to Include: Gil Bullock

Phone Number and email address:

317-409-9350 / gil.bullock@mymanatee.org

Brief Description of the Project:

Myakka Rd- Culvert 174191 Replacement- Demo Remove Existing Triple CMP & Replace With Triple Box Culvert

Project Address:

Myakka Road Between the Myakka River Bridge & Myakka River State Park

Date Project Completed:

8/1/2025

List of all subcontractors used for the project:

ACME Barricades
Atwell Surveying
McShea Contracting, LLC
Ongrade Contracting Inc
Superior Asphalt, Inc

Contractor Reference

Name of Client: Hillsborough County

Address of Client: 2810 Regional Water Lane, Tampa, FL 33619

Contact Person to Include: Michael J. Hall

Phone Number and email address:

813-334-0627 / hallm@HCFL.gov

Brief Description of the Project:

Bridge Replacement at Phillips Lane over Kitchen Branch
Roadway / Utility / Drainage Work

Project Address:

Approx. 12307 Phillips LN, Gibsonton, FL 33534

Date Project Completed:

Ongoing & Ahead of Schedule

List of all subcontractors used for the project:

AA Surface Pro.
ACME Barricades
Kamminga & Roodvoets, Inc
Lomski Engineering & Testing
Ongrade Contracting Inc
Superior Asphalt Inc

PART E

CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Timmons Constructing Inc, dba Lovin Construction, its successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 26-003, Rock Ridge Rd Bridge Replacement.

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of $2,123,282.00 plus the Allowance Work amount of $106,164.00 the total sum being $2,229,446.00. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Final Completion within 180 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 180 days. The allowance time for this project is 27 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment due until such time retainage is reduced in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contactor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

BY: _____
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY: _____
MARTHA SANTIAGO, Ed.D., CHAIR

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

Noah Wilder 1/8/2020
County Attorney's Office Date

ATTEST:
Corporate Secretary

SEAL

CONTRACTOR: Timmons Contracting Inc dba Levin Construction

BY: _____
Authorized Corporate Officer or Individual

Troy Timmons
(Printed or Typed Name of Signer)

President
(Printed or Typed Title of Signer)

6204 33rd St E Bradenton, FL 34203
(Business Address of Contractor)

941-755-4312
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal) _____

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Manatee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 12/23/2025 (Date) by Troy Timmons (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☑ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 12/23/2025 (Date) _____

_____ (Official Notary Signature and Notary Seal) _____

(Name of Notary typed, printed or stamped)

Commission Number HH 634846 Commission Expiration Date 2/2/2029

Notary Public State of Florida
Karlie J. Arm
My Commission HH 634840
Expires 2/2/2029

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal) _____

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Arch Insurance Company

BestLink **AMB #: 003186 NAIC #: 11150 FEIN #: 430990710**

Mailing Address
Harborside 3, 210 Hudson Street, Suite 600
Jersey City, New Jersey 07311-1107
United States

Web: www.archinsurance.com
Phone: 201-743-4000
Fax: 201-743-4005
View Additional Address Information

AM Best Rating Unit: AMB #: 058459 - Arch Capital Group Ltd.

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058459 - Arch Capital Group Ltd. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 18, 2025
Initial Rating Date:	June 30, 1977

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	December 18, 2025
Initial Rating Date:	October 26, 2004

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Financial Analyst II: Christopher Pennings

Director: Steven M. Chirico, CPA

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Upgrades Issuer Credit Rating for Arch Capital Group Ltd. and Its Subsidiaries
December 18, 2025

Rating History

A.M. Best has provided ratings & analysis on this company since 1977.

Financial Strength Rating

Long-Term Issuer Credit Rating

Effective Date	Rating
December 18, 2025	A+
March 07, 2025	A+
March 11, 2024	A+
March 16, 2023	A+
December 10, 2021	A+

Effective Date	Rating
December 18, 2025	aa
March 07, 2025	aa-
March 11, 2024	aa-
March 16, 2023	aa-
December 10, 2021	aa-

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 058459 - Arch Capital Group Ltd..

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date	Title
Dec 18, 2025	AM Best Upgrades Issuer Credit Rating for Arch Capital Group Ltd. and Its Subsidiaries
Mar 07, 2025	AM Best Revises Issuer Credit Rating Outlook to Positive for Arch Capital Group Ltd. and Its Subsidiaries
Mar 11, 2024	AM Best Affirms Credit Ratings of Arch Capital Group Ltd. and Subsidiaries
Mar 16, 2023	AM Best Affirms Credit Ratings of Arch Capital Group Ltd. and Its Subsidiaries
Dec 10, 2021	AM Best Affirms Credit Ratings of Arch Capital Group Ltd. and Its Subsidiaries
Dec 04, 2020	AM Best Affirms Credit Ratings of Arch Capital Group Ltd. And Its Subsidiaries
Oct 17, 2019	AM Best Affirms Credit Ratings of Arch Capital Group Ltd. And Its Subsidiaries
Oct 11, 2018	A.M. Best Revises Outlooks to Stable for Arch Reinsurance Ltd. and Its Subsidiaries

1 2 3 Page size: 10 24 items in 3 pages

European Union Disclosures
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Dubai Disclosures
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Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

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R

Regent Insurance Company

(NAIC #24449)

BUSINESS ADDRESS: One QBE Way, Sun Prairie, WI 53596
PHONE: (800) 362-5448
UNDERWRITING LIMITATION b/: $2,476,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY
INCORPORATED IN: Wisconsin

RLI Insurance Company

(NAIC #13056)

BUSINESS ADDRESS: 9025 N. Lindbergh Drive, Peoria, IL 61615
PHONE: (309) 692-1000
UNDERWRITING LIMITATION b/: $167,957,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY
INCORPORATED IN: Illinois

Roche Surety and Casualty Company, Inc.

(NAIC #42706)

BUSINESS ADDRESS: 4107 N HIMES AVE 2ND FLOOR, TAMPA, FL 33607
PHONE: (813) 623-5042
UNDERWRITING LIMITATION b/: $1,097,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, FL, GA, HI, ID, IN, IA, KS, LA, MD, MI, MN, MS, MO, MT, NE, NV, NJ, NM, NY, NC, ND, OH, OK, PA, SC, SD, TN, TX, UT, VT, VA, WA
INCORPORATED IN: Florida

Rockwood Casualty Insurance Company

(NAIC #35505)

BUSINESS ADDRESS: 654 Main Street, Rockwood, PA 15557
PHONE: (814) 926-4661
UNDERWRITING LIMITATION b/: $14,165,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK,

The Continental Insurance Company

BestLink **AMB #: 002118 NAIC #: 35289 FEIN #: 135010440**

Mailing Address
151 N. Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000
View Additional Address Information

AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

AM BEST A+ SUPERIOR Financial Strength Rating

View additional news, reports and products for this company.

Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	December 03, 2025
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	December 03, 2025
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Elizabeth Blamble

Director: Alan Murray

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Upgrades Credit Ratings of CNA Financial Corporation and Its Subsidiaries
December 03, 2025

u Denotes Under Review Best's Rating

Rating History

A.M. Best has provided ratings & analysis on this company since 1907.

Financial Strength Rating

Long-Term Issuer Credit Rating

Effective Date	Rating
December 03, 2025	A+
December 05, 2024	A
December 15, 2023	A
August 17, 2023	A
August 04, 2022	A
July 08, 2021	A

Effective Date	Rating
December 03, 2025	aa-
December 05, 2024	a+
December 15, 2023	a+
August 17, 2023	a+
August 04, 2022	a+
July 08, 2021	a+

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date	Title
Dec 03, 2025	AM Best Upgrades Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Dec 05, 2024	AM Best Revises Outlooks to Positive for CNA Financial Corporation and Its Subsidiaries
Dec 15, 2023	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Aug 17, 2023	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Aug 04, 2022	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Jul 08, 2021	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries
Mar 26, 2021	AM Best Comments on Credit Ratings of CNA Financial Corporation Following Cybersecurity Attack
Jul 14, 2020	AM Best Affirms Credit Ratings of CNA Financial Corporation and Its Subsidiaries

1 2 3 4 Page size: 10 32 items in 4 pages

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Westchester Surplus Lines Insurance Company

BestLink **AMB #: 004433 NAIC #: 10172 FEIN #: 582139927**

Mailing Address
436 Walnut Street, P.O. Box 1000
Philadelphia, Pennsylvania 19106
United States

Web: www.chubb.com
Phone: 215-640-1000
View Additional Address Information

AM Best Rating Unit: AMB #: 058303 - Chubb Limited

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058303 - Chubb Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	June 30, 1972

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 12, 2024
Initial Rating Date:	August 16, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Director: Alan Murray

Senior Director: Carlos Wong-Fupuy

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
December 12, 2024

View AM Best's Rating Review Form

Rating History

A.M. Best has provided ratings & analysis on this company since 1972.

Financial Strength Rating

Long-Term Issuer Credit Rating

Effective Date	Rating
December 12, 2024	A++
December 07, 2023	A++
December 01, 2022	A++
December 10, 2021	A++
December 17, 2020	A++

Effective Date	Rating
December 12, 2024	aa+
December 07, 2023	aa+
December 01, 2022	aa+
December 10, 2021	aa+
December 17, 2020	aa+

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 058303 - Chubb Limited.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date	Title
Dec 12, 2024	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 07, 2023	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 01, 2022	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 10, 2021	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 17, 2020	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 11, 2019	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 13, 2018	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Oct 05, 2017	A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries

1 2 Page size: 10 17 items in 2 pages

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Agenda Item G.3. 1/20/2026

SUBJECT

Approve Construction Contract with Legacy Sports Construction LLC for the Poinciana Park artificial turf fields project ($2,843,863.97 one-time expense)

DESCRIPTION

Poinciana Community Park, located on the east side of the County, is a fully developed 28+ acre park, which consists of a softball complex, basketball courts, dog park, soccer fields, walking trail, and a cricket pitch.

Since opening the park in 2013, the area has seen drastic growth in population. This growth has created a high demand for use of the park's facilities, particularly the three soccer / multipurpose fields and cricket pitch, which was added after the park was built due to the sport's popularity in the area.

In 2024, the Board approved a CSA with Dewberry Engineers Inc. to design and permit the conversion of the three multi-purpose fields, inclusive of the cricket pitch, to artificial turf. This request was the result of the increase in field usage, which makes it difficult to maintain the proper field conditions for safe play. Converting the fields to artificial turf is an effective means to address the maintenance needs, eliminating down time for maintenance and turf recovery.

Parks and Natural Resources requested Procurement to solicit bids from qualified contractors to construct the three multi-purpose fields including the cricket pitch. Bid 25-667, Poinciana Park Artificial Turf Fields was issued, and six contractors submitted bids.

Company	Location	Total
Legacy Sports Construction LLC	Melbourne, FL	$2,708,441.97
Envision-CS, Inc.	Tampa, FL	$3,302,184.00
Crisdel Group, Inc.	Tampa, FL	$3,377,734.00
Everett Whitehead & Son Inc.	Winter Haven, FL	$3,469,452.00
LTG Sports Turf One, LLC	Boynton Beach, FL	$3,875,000.00
Sports Fields, Inc.	Canton, GA	$4,899,624.00

A recommendation of award was issued to Legacy Sports Construction LLC and no protests were received. In accordance with Resolution No. 13-066, $135,422.00 was added to the contract for allowance work for a total contract amount of $2,843,863.97. The contract time for this project is 240 days for final completion. Allowance time for the project is 36 days.

RECOMMENDATION

Request Board approve construction contract with Legacy Sports Construction LLC for the Poinciana Park Artificial Turf Fields project in the amount of $2,843,863.97.

FISCAL IMPACT

Funds are budgeted and available within the 5-year Parks and Natural Resources CIP within the East Park Impact Fee District Fund.

CONTACT INFORMATION

Brad Howard
Senior Procurement Analyst
(863) 534-6706
bradhoward@polkfl.gov

PART E –CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date"), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Legacy Sports Construction LLC its successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid #: 25-667, Poinciana Park Artificial Turf Fields.

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of $ 2,708,441.97 plus the Allowance Work amount of $ 135,422.00 the total sum being $ 2,843,863.97. This total contract price shall be reduced by the unused amount of the allowance if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 210 calendar days from the Start Date memorialized within the Notice

to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 30 days from the date noted on the Certificate of Substantial Completion and shall be evidenced by execution of the Certificate of Final Completion. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 240 days. The allowance time for this project is 36 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contractor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY:_____
Martha Santiago, Ed. D. CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency.

_____

County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

SEAL

CONTRACTOR: Legacy Sports Construction

BY: _____
Authorized Corporate Officer or Individual

Patrick Ross
(Printed or Typed Name of Signer)

Owner / CEO
(Printed or Typed Title of Signer)

9916 S. Wickham Rd
(Business Address of Contractor)

321.522.9027
(Telephone Number)

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

BY: _____
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY: _____
Martha Santiago, Ed. D. CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency.

_____

County Attorney's Office

Date

ATTEST:

Deborah Montgomery

Corporate Secretary

SEAL

CONTRACTOR: Legacy Sports Construction

BY: _____

Authorized Corporate Officer or Individual

Patrick Ross

(Printed or Typed Name of Signer)

Owner/CEO

(Printed or Typed Title of Signer)

996 S Wickham Rd Melbourne, FL 32904

(Business Address of Contractor)

321-307-0906

(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Brevard

The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☒online notarization this 12/12/25 (Date) by Patrick Ross (Name of officer or agent) as Owner/CEO (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 12/12/25 (Date)

Zenobia Washington (Official Notary Signature and Notary Seal)

Zenobia Washington (Name of Notary typed, printed or stamped)

Notary Public State of Florida
Zenobia Washington
My Commission HH 640313
Expires 6/5/2029

Commission Number HH640313 Commission Expiration Date 6/5/2029

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Agenda Item G.4. 1/20/2026

SUBJECT

Approve Construction Contract with Legacy Sports Construction LLC for the Hunt Fountain Park artificial turf fields project ($2,510,707.00 one-time expense)

DESCRIPTION

Hunt Fountian Park is a fully developed 60+ acre park located in the north Lakeland area of the County. It was constructed in the late 1970s and the population growth in the area has created a high demand for use of the athletic fields in the park. The youth soccer league in this facility has continued to grow.

In 2024, the Board approved a CSA with Chastain Skillman Inc. to design and permit the conversion of the four multi-purpose fields to artificial turf. This request was the result of the increase in league soccer participants, expanded soccer seasons, and poor drainage in the soccer field area, which has contributed to the deterioration of the existing four natural turf soccer fields. Converting the fields to artificial turf is an effective means to address field issues and allows for expanded use of the fields by eliminating down time for maintenance and turf recovery.

Parks and Natural Resources requested Procurement to solicit bids from qualified contractors to construct the four multi-purpose fields. Bid 25-635, Hunt Fountain Artificial Turf Fields was issued, and eight contractors submitted bids.

Company	Location	Total
Legacy Sports Construction LLC	Melbourne, FL	$2,391,150.00
SCG Fields, LLC	Punta Gorda, FL	$2,933,076.00
Everett Whitehead & Son Inc.	Winter Haven, FL	$3,048,859.00
Bandes Construction Company, Inc.	Dunedin, FL	$3,159,685.00
Crisdel Group, Inc.	Tampa, FL	$4,230,990.80
Nidy Sports Construction Company	Longwood, FL	$4,250,000.00
SEMCO Construction, Inc.	Bartow, FL	$4,399,000.00
LTG Sports Turf One, LLC	Boynton Beach, FL	$4,555,250.00

A recommendation of award was issued to Legacy Sports Construction LLC and no protests were received. In accordance with Resolution No. 13-066, $119,557.00 was added to the contract for allowance work for a total contract amount of $2,510,707.00. The contract time for this project is 240 days for final completion. Allowance time for the project is 36 days.

RECOMMENDATION

Request Board approve construction contract with Legacy Sports Construction LLC for the Hunt Fountain Park artificial turf fields project in the amount of $2,510,707.00.

FISCAL IMPACT

Funds are budgeted and available within the 5-year Parks and Natural Resources CIP within the General Capital Improvement Fund.

CONTACT INFORMATION

Brad Howard
Senior Procurement Analyst
(863) 534-6706
bradhoward@polkfl.gov

PART E –CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date"), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Legacy Sports Construction LLC its successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid #: 25-635.

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of $2,391,150.00 plus the Allowance Work amount of $ 119,557.00 the total sum being $2,510,707.00. This total contract price shall be reduced by the unused amount of the allowance if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 210 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial

Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 30 days from the date noted on the Certificate of Substantial Completion and shall be evidenced by execution of the Certificate of Final Completion. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 240 days. The allowance time for this project is 36 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contractor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY:_____
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency.

_____

County Attorney's Office Date

ATTEST:

_____

Corporate Secretary

SEAL

CONTRACTOR: LEGACY SPORTS CONSTRUCTION LLC

BY: Patrick L Ross

Authorized Corporate Officer or Individual

Patrick L. ROSS

(Printed or Typed Name of Signer)

Owner/CEO

(Printed or Typed Title of Signer)

996 S Wickham Rd. Melbourne, FL

(Business Address of Contractor)

321-307-0906

(Telephone Number)

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

BY: _____
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY: _____
Martha Santiago, Ed. D. CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency.

_____

County Attorney's Office Date

ATTEST:
Deborah Montgomery
Corporate Secretary

SEAL

CONTRACTOR: LEGACY SPORTS CONSTRUCTION

BY: _____
Authorized Corporate Officer or Individual

PATRICK ROSS
(Printed or Typed Name of Signer)

OWNER/CEO
(Printed or Typed Title of Signer)

996 S WICKHAM RD MELBOURNE, FL 32904
(Business Address of Contractor)

321-307-0906
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Brevard

The foregoing instruments was acknowledged before me by means of [X] physical presence or [ ] online notarization this _____(Date) by 11.20.25 (Name of officer or agent) as PATRICK ROSS (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and [✓] is personally known to me or [ ] has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this 11.20.25 (Date)

Deborah Montgomery (Official Notary Signature and Notary Seal)

Deborah Montgomery (Name of Notary typed, printed or stamped)

Notary Public State of Florida
Deborah Montgomery
My Commission HH 59382
Expires 11/3/2029

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Agenda Item N.1. 1/20/2026

SUBJECT

Public Hearing (LDCU-2025-21 Stericycle Reconstruction) (Adoption Hearing) to consider a request to approve a Conditional Use request for an expansion of a non-conforming Solid Waste Management Facility (SWMF) to include a new operations building and additional parcels. This application also includes a request for a permit in accordance with the SWMF Siting and Operation Ordinance No. 2014-14. (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated request to approve a Conditional Use request for an expansion of a non-conforming Solid Waste Management Facility (SWMF) to include a new operations building and additional parcels. This application also includes a request for a permit in accordance with the SWMF Siting and Operation Ordinance No. 2014-14. The site is located at 4235 & 4245 Maine Avenue, north of the Polk Parkway, east of Reynolds Road, east of the City of Lakeland in Section 35, Township 28, Range 24.

On January 7, 2026, the Planning Commission voted 7-0 to recommend approval of this application.

RECOMMENDATION

Approve with companion development order

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Ian Nance, Principal Planner

Land Development Division

(863) 534-7621

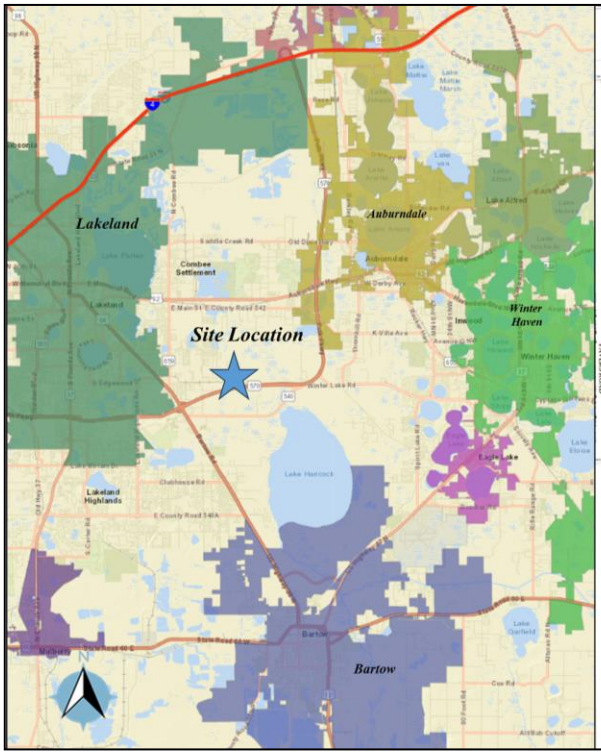
ivannance@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

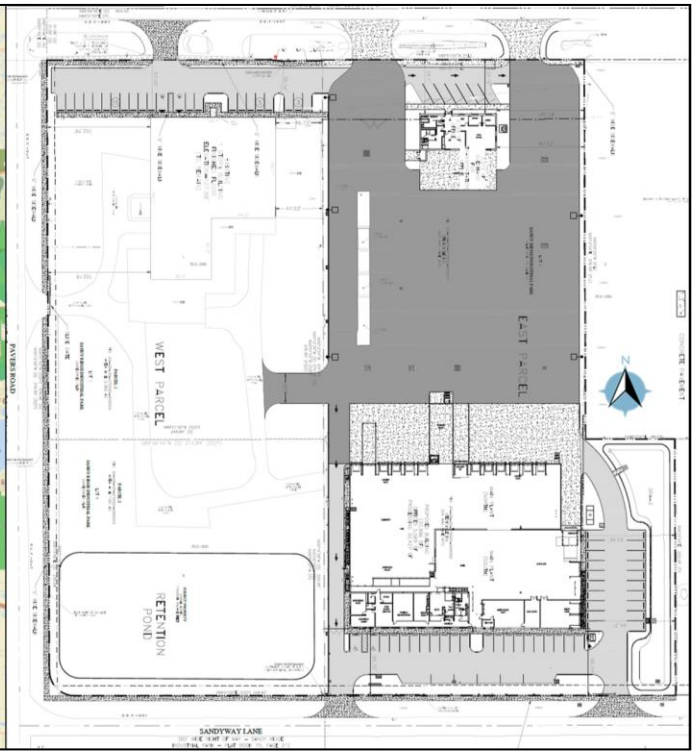
DRC Date:	August 28, 2025	**Level of Review:**	Level 4 Review
PC Date:	January 7, 2026	**Type:**	Expansion of Non-Conforming Use
BoCC Date:	January 20, 2026	**Case Numbers:**	LDCU-2025-21
		Case Name:	Stericycle Reconstruction
Applicant:	Stericycle, Inc.	**Case Planner:**	Ian Nance

Request:	Conditional Use request for an expansion of a non-conforming Solid Waste Management Facility (SWMF) to include a new operations building and additional parcels. This application also includes a request for a permit in accordance with the SWMF Siting and Operation Ordinance No. 2014-14.
Location:	4235 & 4245 Maine Avenue, north of the Polk Parkway, east of Reynolds Road, east of the city of Lakeland in Section 35, Township 28, Range 24.
Property Owners:	Stericycle, Inc.; KBGreen & Associates
Parcel Number:	242835-270500-000017; 242835-270501-000050; 242835-270500-000022; 242835-270500-000023
Future Land Use:	Industrial (IND)
Development Area:	Urban Growth Area (UGA)
Nearest Municipality:	Lakeland
DRC Recommendation:	Approval
Planning Commission Vote:	Approve 7-0

Site Location



Site Plan



Summary:

This is a request for a Conditional Use Approval necessary for the expansion of a non-conforming Solid Waste Management Facility (SWMF). The applicant proposes demolishing the existing facility (+/- 17,924 sq. ft.) used for processing medical waste and replacing it with a new +/- 38,000 sq. ft. processing building and separate +/- 6,200 sq. ft. transportation office. The request also includes the expansion of the site to add parcels to the west for use as an accessory commercial vehicle parking lot. Approval of this application will serve to formally permit this operation in accordance with the SWMF Siting and Operation Ordinance No. 2014-14.

Overall, the use and impacts to the surrounding area are not changing. Given the length of time this use has been located onsite, the questions of compatibility have more to do with the structure and layout. The non-conformity in this case is the operation of a SWMF within an IND land use district. LDC Table 2.1 requires these facilities within Institutional-2 (INST-2) districts. In large part, this is because the definition of a SWMF is broad, capturing businesses that primarily operate indoors with few externalities affecting neighboring properties, to outdoor uses such as municipal landfills.

To introduce a new SWMF would require a Comprehensive Plan Amendment (CPA) to change from IND to INST; a Sub-District Change from INST-1 to INST-2; a Level 4 Conditional Use Approval; and adoption of a SWMF Ordinance. Provisions within the Polk County Solid Waste Management Facility Siting and Operation Ordinance allow SWMFs approved prior to March 20, 2014, to operate and expand in accordance with the Land Development Code (LDC). LDC Section 120 allows the expansion of a non-conforming use as a Level 4 Review in instances when new property is added to this use. Staff advised the applicant to pursue this path to avoid the extra applications while achieving the same result of allowing the Board to make the necessary decisions on whether to approve expansion of this facility.

In this instance, the applicant has been using the eastern parcels of the project areas since 1999 when this would have been categorized under manufacturing in General Industrial (GI) zoning. This facility has served as a processor of Regulated Medical Waste which includes used sharps, tubing, gauze, surgical waste, renal dialysis waste, etc. Waste arrives at the site in bulk and non-bulk packaging on trucks and trailers and are sterilized in what is known as an "autoclave." The treated waste is transferred to a compactor which then feeds into a transfer container and is ultimately transported to a permitted landfill for final disposal. The treatment of waste will be wholly contained within the facility, with no outdoor storage of waste that could prove hazardous to surrounding properties.

The need for the building expansion is to modernize the efficient operations of this site. The expansion of land provides for organized parking of the company's vehicle fleet, as well as for employees and vendors. The overall ISR and FAR will be well below those required in IND, and all setbacks from adjacent properties will be exceeded. Surrounding uses include intense operations such as aggregate processing but also warehousing, manufacturing, and vehicle repair. Landscaping buffers, sidewalks, and pedestrian lighting will be required along the frontage of Maine Avenue, where the traffic to the site accesses from the public roadway. The applicant is proposing a new stormwater management facility to improve upon the drainage and treatment of rainwater run-off.

This is an industrial-type use in an industrial land use district, surrounded by uses of similar or greater intensity. This expansion is not anticipated to result in significant increased impacts to public infrastructure beyond what is currently realized but will allow the facility to efficiently

process waste products during a time when there has been an increase in hospitals, clinics, and other health care facilities approved and constructed in the area. Traffic capacity is available on Maine Avenue. Utilities to the site are supplied by a private provider. The application meets relevant Comprehensive Plan and LDC standards for the expansion of a non-conforming use and a SWMF. Staff recommends approval of this application.

Findings of Fact

- *This is a request for a Conditional Use approval necessary for the expansion of a non-conforming Solid Waste Management Facility (SWMF). The applicant proposes to demolish the existing processing facility (+/- 17,924 sq. ft.) and replacing it with a new +/- 38,000 sq. ft. processing building and +/- 6,200 sq. ft. transportation office. The request also includes the expansion of the site to include parcels to the west for use as an accessory commercial vehicle parking lot.*

- *The subject site is within an Industrial (IND) future land use designation and Urban Growth Area (UGA).*

- *According to Land Development Code (LDC) Table 2.2, the following development standards are required in IND:*

    - *ISR: 0.75*
    - *FAR: 0.75*
    - *Urban Collector Setbacks: 35'*
    - *Private Road Setbacks: 25'*
    - *Side setbacks: 15'*
    - *Rear setbacks: 30'*

- *According to Comprehensive Plan Policy 2.105-A5, "Development within the Urban Growth Areas shall conform to the following criteria as further specified in the Land Development Code:*

    a. connect to centralized potable water;

    b. connect to centralized sanitary sewer systems if available.

    c. incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;

    d. promote the implementation of "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element;

    e. promote the integration of pedestrian-oriented features, including sidewalks, trails, or walkways into every development including appropriate pedestrian shelters or awnings;

    f. provide access to civic space, parks, green areas, and open space and other amenities;

g. be supported by public safety (i.e., fire, EMS and law enforcement);

h. have access to public schools;

i. be encouraged to provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas;

j. encourage the inclusion of a variety of housing choices and mixed uses; and

k. additional standards supporting transit if development is within the "Corridor and Center Overlay" (Section 2.124-A).”

- *According to Comprehensive Plan Policy 2.113-A1, “Industrial lands are characterized by facilities for the processing, fabrication, manufacturing, recycling, and distribution of goods, and may contain any use also found within a Business-Park Center. However, land use activities that operate externally to enclosed structures may be permitted within an Industrial Future Land Use designation. Industrial districts are also the appropriate location for land use activities that produce significant amount of noise, odor, vibration, dust, and lighting on and off-site that do not produce a physical product.”*

- ***LDC Section 120.J.2 states, “The addition of land to support an addition or expansion of structures, storage, or activity of a legally non-conforming use shall require a Level 4 Review. The Planning Commission shall make recommendation, and the Board shall render a decision based on the evaluation criteria set forth in Section 120 J.1.c.”***

- *LDC Section 120.J.1.c states, The Planning Commission shall evaluate the expansion of legal non-conforming use rights with consideration of the following criteria:*

  i. The degree to which the non-conformity can become more conforming;

  ii. The extent of a government's obligation or liabilities including, but not limited to, infrastructure improvement, infrastructure maintenance, and public safety;

  iii. The potential impact that the expansion may pose to neighboring properties;

  iv. The extent of the use's longevity (i.e., how long has it been there and how long is it to continue at its location);

  v. The applicant's future plans for the property relative to the County's plans; and,

  vi. The improved development standards or infrastructure that may result from expansion of the use.

- *LDC Chapter 10 defines Non-Conforming Development as, “Development that does not conform to the Polk County Comprehensive Plan (Article I) and the development design and improvement standards in this Code (Article III).”*

- *LDC Chapter 10 defines Solid Waste Management Facility as “Any **solid waste disposal facility**, solid waste transfer station, materials recovery facility, volume reduction facility,*

other facility, or combination thereof, the purpose of which is resource recovery or the disposal, recycling, processing or storage of solid waste. Salvage Yards, Cardboard and Shredded Paper Collection, Construction Aggregate Processing, and Construction Aggregate Storage are excluded from this definition but may be accessory uses to a solid waste management facility."

- *Comprehensive Plan Policy 2.125-P1 states, "Solid Waste Management Facilities including the following uses shall only be permitted in the Institutional Future Land Use designation per the standards in the Land Development Code, subject to County approval:*

  a. solid waste disposal facility;

  b. solid waste transfer station;

  c. materials recovery facility; and

  d. volume reduction facility.

- *Comprehensive Plan Policy 2.125-P2 states, "In order for proposed solid waste management facilities to address compatibility with surrounding uses and mitigate off-site impacts, the Land Development Code shall include regulations that allow for conditions of approval to mitigate the impacts of the proposed facility and minimize off site impacts."*

- *LDC Section 303, Criteria for Conditional Uses, Solid Waste Management Facility, states, "In addition to the applicable district regulations in Table 2.2, the following standards shall apply:*

  1. *Consideration of an application for approval of a proposed solid waste management facility shall be in accordance with Chapter 9 of the LDC for a Level 4 Review and shall also include the review and consideration of the following additional information for compatibility review and consistency with the Comprehensive Plan and the LDC:*

     a. The haul routes from the nearest arterial roadway, and proposed points of access to the property;

     b .The proposed date that construction will commence;

     c. The volume of waste to be received, expressed in cubic yards or tons per day;

     d .An explanation of the types of wastes to be received;

     e. A statement specifying the hours of operation;

     f. The source of the solid waste to be received;

     g. The levels of odor, dust, and noise anticipated to be generated by the facility and proposed mitigation thereof;

h. The proposed landscape buffer and other buffering techniques planned to address compatibility and other impacts of the facility. At a minimum, the facility shall propose a landscape buffer consistent with the requirements of this Code, however, additional buffering may be required by the County as part of the approval process if the county finds such is necessary to address compatibility and other impacts of the facility. Additional buffering proposed by the applicant or required by the county may include, without limitation, increased landscaped buffers, setbacks, spatial separations, lakes, berms or any combination thereof; and

i. Height of all structures and other improvements.

2. The facility shall have direct access to a paved local commercial, collector or arterial roadway. No access to the site shall be from a local residential road.

3. Minimum setbacks for new solid waste management facilities shall be as follows:

a. Landfills: All structures, uses and excavation sites shall be a minimum of 1,000 feet from all property lines. The landfill footprint shall be a minimum of 2,500 feet from all property lines.

b. Incinerators: Front, rear, and side yard setbacks shall be a minimum of 500 feet. When adjacent to residentially used or designated property, and Community Facilities as defined in the Comprehensive Plan, setbacks shall be a minimum of 1,000 feet.

c. Materials recovery facilities, solid waste transfer stations, and volume reduction plants: Front, rear, and side yard setbacks from the excavation site shall be a minimum of 100 feet. When adjacent to residentially used or designated property, and Community Facilities as defined in the Comprehensive Plan, setbacks shall be a minimum of 500 feet.

d. Modification or expansion of existing facilities with a valid Level 3 or Level 4 Review approval as of the effective date of the ordinance creating these regulations, shall not be considered new solid waste management facilities and not be subject to the minimum setback requirements of subsection 3.

4. Prior to the start of construction activities, the applicant shall obtain the appropriate Level 2 review, building permit(s), and solid waste management facility siting permit.

5. Solid Waste Management Facilities within the Institutional-2 (INST-2) Future Land Use, may be developed up to 380 feet above adjacent grade or as further limited by the Board of County Commissioners."

- *The Polk County Solid Waste Management Facility Siting and Operation Ordinance states, Solid waste management facilities with a valid Level 3 or Level 4 review approval issued under the Polk County Land Development Code as of March 20, 2014, may continue to develop the project and operate in accordance with the approval in place as of March 20,*

2014. Such facilities shall not be subject to the provisions of sections 11-117 through 11-121, below; provided, however, such facilities shall not be modified or expanded without receiving approvals for the facility modification or expansion required by the Polk County Comprehensive Plan, Land Development Code and this article thereby becoming subject to sections 11-117 through 11-121 below, except for the minimum distance requirements in section 11-118(3), which shall not apply to the modification or expansion of an existing facility with a valid Level 3 or Level 4 review approval as of March 20, 2014.

- *Sec. 11-119 (7) of the Siting Ordinance states, "The board, in the review of the development application shall consider the following:*

  (a) Whether there is a local need in Polk County for a new solid waste management facility, or for the modification or expansion of an existing solid waste management facility;

  (b) The written report of the land development director containing the recommendations of the development review committee, the third party professional (if applicable), and the recommendation of the planning commission;

  (c) The evidence and testimony presented during the hearing;

  (d) Whether the proposed development is consistent with all relevant requirements of the comprehensive plan, land development code and this article;

  (e) Whether the proposed use is compatible with land uses and conditions in relative proximity to the proposal and the general character of the area, including such factors as density, height, bulk, scale, scope, intensity, traffic, odor, setbacks, topography, and noise appearance;

  (f) The factors listed in section 907D.9 and 907D.10 of the land development code; and,

  (g) Any other matter which the board may deem appropriate and relevant to the specific development proposal.

- *The closest schools for the site are Oscar Pope Elementary; Crystal Lake Middle; and Lakeland Senior High.*

- *Fire response to this site is primarily from Polk County Fire Rescue Station 35, 340 Reynolds Rd, Lakeland.*

- *The site is served by the Polk County Sheriff's Office Southwest District Command Center, located at 4120 US 98 South, Lakeland.*

- *The site is in the city of Lakeland's Utility Service Area. Florida Governmental Utility Authority (FGUA) is the provider of potable water and wastewater.*

- *The site access to the subject property is on Maine Avenue (Road No. 843422), an Urban Collector roadway. The redevelopment is proposed to have access to Pavers Road and Sandyway Lane, a private roadway within the Sandy Ridge Industrial Park.*

- *There are no wetlands and floodplains on the site. The nearest surface water is Lake Hancock to the southeast.*

- *The site is comprised of Neilhurst-Urban Land Complex soils, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.*

- *The property is not located within the Polk Green District. No conservation easements are adjacent to the property.*

- *The site is not within an airport flight path and height notification zone.*

- *This application has been reviewed for consistency with LDC Sections 120, 303, 907, and the Polk County Solid Waste Management Facility Siting and Operation Ordinance Section 8, standards 1, 2, 4-10.*

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee (DRC) finds that with the proposed conditions the request **IS COMPATIBLE** with the surrounding land uses and general character of the area and **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the DRC recommends **APPROVAL of LDCU-2025-21.**

Planning Commission: *The Planning Commission voted to approve this application 7-0 on January 7, 2026. The BoCC will vote on January 20, 2026.*

CONDITIONS OF APPROVAL

Based upon the findings of fact, the DRC recommends APPROVAL of LDCU-2025-21 with the following conditions:

1. This conditional approval shall be for a Solid Waste Management Facility permit as defined by the Polk County Solid Waste Management Facility Siting and Operation Ordinance 2014-014, as amended, to allow the expansion of the existing non-conforming Medical Waste Processing Facility. The request will include adding parcels #242835-270500-000022 and #242835-270500-000023 to the facility, as described on the site plan and within the staff report. The proposed structures shall include a new +/- 38,000 sq. ft. building processing building and separate +/- 6,200 sq. ft. transportation office. [PLG]

2. The proposed structures shall include a new +/- 38,000 sq. ft. building processing building and separate +/- 6,200 sq. ft. transportation office. [PLG]

3. Additional accessory structures necessary for the operation of this facility may be permitted as minor modifications to the site plan. [PLG]

4. The site plan included herein together with the conditions of approval shall be considered the "Binding Site Plan." Any modifications to LDCU-2025-21, except for those listed in Section 906.E of the LDC, shall constitute a Major Modification to this approval and require a Level 4 Review before the BoCC. [PLG]

GENERAL NOTES

NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other parties at a public hearing.

NOTE: Approval of this request shall not constitute a waiver or variance from any applicable development requirement unless specifically noted in the conditions of approval and consistent with the LDC.

NOTE: All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.

NOTE: Approval of this request is only for Level 3 Review and only for those development decisions within the Planning Commissioners' jurisdiction. Building permits will be required for improvements to structures in accordance with Chapter 553 of the Florida Statutes.

NOTE: Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Surrounding Land Use Designations and Current Land Use Activity

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them.

Table 1

Northwest: IND Maine Avenue Aggregate Processing	**North:** IND Maine Avenue Aggregate Processing/Outdoor Storage	**Northeast:** IND Maine Avenue Manufacturing
West: IND Manufacturing/Distribution/Helipad	**Subject Property:** IND Solid Waste Management Facility	**East:** IND Vehicle Repair
Southwest: IND Polk Parkway	**South:** IND Polk Parkway	**Southeast:** IND Warehousing

The subject properties are comprised of four parcels within the Sandy Ridge Industrial Park (PB 75 PG 21), recorded on October 4, 1983. According to the Property Appraiser, the existing structure which currently houses the SWMF was built in 1973 and has since expanded to 17,924 sq. ft. under roof. The expansion area to the west (Parcel #242835-270500-000022 and #242835-270500-000023) has been used for Light Manufacturing and has a 15,400 sq. ft. warehouse onsite. All properties are within an Industrial (IND) Future Land Use District, intense surrounding uses such as warehousing and manufacturing, aggregate processing, and outdoor storage of materials reflect this designation.

Since 1999, when this would have been categorized under manufacturing in General Industrial (GI) zoning, this facility has served as a processor of Regulated Medical Waste or "RMW." Since 2014, it has been classified as a SWMF. RMW received for processing is generated from hospitals, physicians' offices, blood banks, veterinary hospitals/clinics, dental practices, medical research facilities and laboratories. The types of waste include used sharps, tubing, gauze, surgical waste, renal dialysis waste, etc. Waste arrives at the site in bulk and non-bulk packaging on trucks and trailers. Containers and packages are removed from the vehicles and staged on the plant floor. The

containers are loaded onto conveyors and moved to the weigh station. Each container is weighed and scanned for billing and tracking purposes.

After the containers are weighed, they proceed down a conveyor, where they are emptied into autoclave treatment bins for subsequent transfer into the autoclaves for steam sterilization. Reusable empty containers are washed and sent back to our customers, while clean cardboard boxes are baled for recycling. When all the treatment bins are filled and the autoclave is ready for loading, the operator opens the autoclave door and loads the bins into the autoclave. The autoclave door is closed, then the steam sterilization cycle is initiated.

The time required for treating the load is the sum of three components: the ramp-up time, the treatment time, and the ramp-down time. The ramp-up time is necessary to allow the entire load to reach the optimum temperature which is accomplished by the replacement of air in the autoclave with saturated steam. The treatment time is the minimum time at a given temperature that is known to destroy all types of microorganisms. This time is based on the thermal death of heat-resistant spores recommended for use in monitoring this treatment process.

Once the cycle is complete, the unit is vented through a blow-down process. A vacuum is pulled to remove any excess steam in the autoclave. The unit is then brought back to atmospheric pressure, and the doors are opened. The treated waste in the autoclave bins is transferred to a compactor which then feeds into a transfer container. Once full, the box is transported to a permitted landfill for final disposal.

The facility currently operates four autoclave units with a total waste processing capability of 9,000 pounds/hour. After reconstruction, the plan is to operate three of these units. The parameters of temperature and pressure of the autoclave system used at this facility are continuously monitored throughout the sterilization process. The temperature of the autoclave unit must reach at least 121 degrees Celsius (250 degrees Fahrenheit). All required records and documentation regarding operating parameters are initialed and maintained for three years.

Compatibility with the Surrounding Land Uses and Infrastructure:

The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion."

Planning staff analyzes a site plan for compatibility by reviewing several factors: the type and intensity of adjacent uses versus the proposed use; how the proposed development interacts with the surrounding area in relation with existing uses; access to roads and where traffic generated from the site will travel; the proximity to retail, employment, emergency services, mass transit, parks, and other public services; and how the applicant addresses possible incompatibilities that might arise from the proposed use by utilizing mitigating strategies found in the Comprehensive Plan or through Conditions of Approval agreed upon by the applicant and staff.

A. Land Uses:

The non-conformity in this case is the operation of a Solid Waste Management Facility (SWMF) within an IND land use district. LDC Table 2.1 requires these facilities within Institutional-2 (INST-2) districts. In large part, this is because the definition of a SWMF is broad, capturing businesses that primarily operate indoors with few externalities affecting neighboring properties to outdoor uses such as municipal landfills.

The existing use falls under the former category. On the eastern two parcels, the applicant is proposing to demolish the existing structure (+/- 17,924 sq. ft.) and replace it with a new +/- 38,000 sq. ft. processing building and +/- 6,200 sq. ft. transportation office. The business will then expand to the western parcels where the existing buildings will be demolished, and the site will be used for stormwater treatment and commercial vehicle parking associated with the primary use. Since this expansion exceeds 20% and includes an addition of land, a review before the BoCC is required, per LDC Section 120.

Overall, the use and impacts to the surrounding area are not changing. Given the length of time this use has been located onsite, the questions of compatibility have more to do with the structure and layout. In a sense, the layout of the operation better organizes the site. The larger processing facility helps modernize the company, but parking is greatly improved with 77 spots for employees and visitors to the site. Access will be from exising driveways on Maine Avenue, and the private roads, Pavers Road and Sandyway Lane. Interior vehicle driveways between the parcels will also be provided. Landscaping will be required along Maine Avenue, as well as within the parking areas, in accordance with LDC Section 720. Overall, the proposed Floor Areas Ratio (FAR) is 0.16. The maximum allowed at this location is 0.75. All proposed setbacks exceed those required in IND.

LDC Section 303, Criteria for Conditional Uses, requires that the following be evaluated when reviewing a Solid Waste Management Facility:

a. The haul routes from the nearest arterial roadway, and proposed points of access to the property;

Primary ingress and egress will be from Maine Avenue, Pavers Road, and Sandway Lane. Waste arrives at the site in bulk and non-bulk packaging on trucks and trailers from US Highway 98, approximately two miles to the west, and US Highway 92 approximately 3.4 miles to the north. Treated waste is transported to a permitted landfill for final disposal. The County landfill is approximately seven miles driving distance, but approximately two miles to the east. In short, the site is well-sited near arterial roadways and a location for disposal.

b .The proposed date that construction will commence;

2026

c. The volume of waste to be received, expressed in cubic yards or tons per day;

The facility currently operates four Bondtech autoclave units with a total waste processing capability of 9,000 pounds/hour. The treated waste in the autoclave bins is transferred to a compactor which then feeds into a 40-yard receiver box. Once full, the box is transported to a permitted landfill for final disposal.

d. An explanation of the types of wastes to be received;

The types of waste will include used sharps, contaminated PPE, tubing, gauze, surgical waste, renal dialysis waste, etc.

e. A statement specifying the hours of operation;

Operations typically begin on Sunday at 11 p.m. and run continually until Friday at 11:00 p.m. Saturday and Sunday hours vary but typically 4 - 8 hours. Our permits issued by Florida DOH currently authorize operations 24 hours/day, 7 days per week. Commercial vehicles exit the property in the morning hours and are at various customer locations providing service throughout the day. Due to this, commercial truck and trailer traffic is minimal during the midday hours. After servicing customers, commercial trucks and trailers return to the facility to be unloaded and domiciled in a controlled access parking area overnight.

f. The source of the solid waste to be received;

Medical waste received for processing is generated from hospitals, physicians' offices, blood banks, veterinary hospitals/clinics, dental practices, medical research facilities, and laboratories. The facility provides regulated medical waste collection and treatment services to all of Polk County and the surrounding counties. There are currently 680 customers with a Polk County zip code, such as hospitals, physician offices, nursing homes, retail pharmacies, hotels/resorts, schools, police & sheriff offices, all types of government facilities, and many other types of businesses.

g. The levels of odor, dust, and noise anticipated to be generated by the facility and proposed mitigation thereof;

Minimum – operations are conducted indoors.

h. The proposed landscape buffer and other buffering techniques planned to address compatibility and other impacts of the facility. At a minimum, the facility shall propose a landscape buffer consistent with the requirements of this Code, however, additional buffering may be required by the County as part of the approval process if the county finds such is necessary to address compatibility and other impacts of the facility. Additional buffering proposed by the applicant or required by the county may include, without limitation, increased landscaped buffers, setbacks, spatial separations, lakes, berms or any combination thereof; and

The applicant will be required to install a Type "A" landscaping buffer along Maine Avenue in accordance with LDC 720. Existing fencing and vegetation will be evaluated during the Level 2 Review process; however, no additional buffering beyond LDC standards is recommended. This is a Class 5 use adjacent to other Class 5 uses. No additional landscaping is typically required.

i. Height of all structures and other improvements.

The existing structure is 35 feet. The proposed structure is 37.5 feet. There is no maximum height in IND.

Given the placement of this facility among industrial uses, the nature of this use, and the period in which it has been onsite, staff finds this request compatible with surrounding uses.

B. Timing & Infrastructure:

Polk County Comprehensive Plan Policy 2.102-A3 states, "Development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available."

This site is within a UGA with available potable water and wastewater. Access is from private roads and an Urban Collector roadway. There will be no impact on the volume of vehicular traffic or the PM peak hour due to the proposed redevelopment. The number of vehicle movements and the times they enter and exit the property will not change because of the redevelopment and building modernization.

In accordance with LDC Section 120, the Planning Commission and BoCC shall evaluate the expansion of legal non-conforming use rights with consideration of the following criteria:

i. The degree to which the non-conformity can become more conforming;

The proposed facility meets standards for SWMFs, as described above. Changing this property to INST-2 provides no benefit to the County or the applicant and could potentially lead to more intense uses than what is currently surrounding the site.

ii. The extent of a government's obligation or liabilities including, but not limited to, infrastructure improvement, infrastructure maintenance, and public safety;

No infrastructure improvements will be required with this proposal.

iii. The potential impact that the expansion may pose to neighboring properties;

The proposed structure will move further from neighboring structures, while meeting or exceeding the IND setbacks. Accessory commercial vehicle parking will be moved away from the eastern neighbor and be better organized. These parcels are currently being used for CV parking. All processing activities will be conducted indoors with few externalities beyond truck traffic and standard employee activity.

iv. The extent of the use's longevity (i.e., how long has it been there and how long is it to continue at its location);

This facility has been in operation since 1999. It will continue to serve at this location for the foreseeable future. Its location near the landfill makes it ideal for disposing of the ultimate waste product.

v. The applicant's future plans for the property relative to the County's plans; and,

The site is within a platted Industrial Park within an Industrial future land use designation. The operation of this facility is meeting the intent of the Code.

vi. The improved development standards or infrastructure that may result from expansion of the use.

The proposed plan will improve commercial vehicle parking, stormwater management, and provide landscaping and sidewalks. The proposed FAR is 0.16, well shy of the 0.75 that could be allowed in IND districts. If approved, it will be reviewed again through the Level 2 Review process to allow engineering and other Land Development staff the opportunity to ensure the site is up to current LDC standards.

Nearest Elementary, Middle, and High School

School capacity is not a concern for this use. Oscar J. Pope Elementary is located approximately 1.6 miles to the west. This school has been located here since at least 1970 with direct access to Maine Avenue. The zoned schools for the site are Oscar Pope Elementary; Crystal Lake Middle; and Bartow Senior High.

Table 2

Name of School	Average driving distance from subject site
Oscar J. Pope Elementary	1.64 Miles
Crystal Lake Middle	3.28 Miles
Lakeland Senior High	5.13 Miles

As a non-residential use, the expansion of this site will have no impact on school capacity. Commercial vehicles from this property will pass Oscar Pope Elementary to the west. Again, though, this facility has been in operation here since 1999.

Nearest Sheriff, Fire, and EMS Station

Polk County Fire Rescue provides Advanced Life Support transport to all residents and visitors of Polk County. It also provides fire suppression, rescue services, and fire prevention services to all unincorporated Polk County and the municipalities of Eagle Lake, Polk City, Mulberry, Lake Hamilton, and Hillcrest Heights. Emergency response is considered effective if response times are within eight (8) minutes in rural and suburban areas and 13 minutes in urban areas. All PCFR stations are staffed 24/7 by career fire or EMS personnel and augmented by response from other PCFR stations.

Both fire and ambulance responses to the subject location are primarily from Polk County Fire Rescue Station 35. This travel distance is 2.8 miles, and the average response time should be 6-8 minutes. Response times can vary significantly based on many factors but are within the urban levels on average.

Table 3

	Name of Station	Distance	Response Time*
Sheriff	Sheriff's Office Southwest District Command Center 4120 US 98 South, Lakeland	±3.11 miles	9:21 minutes 25:28 minutes
Fire/EMS	Polk County Fire Rescue Station 35 340 Reynolds Road, Lakeland.	±2.83 miles	6-8 minutes

Source: Polk County Sheriff's Office and Public Safety
**Response times are based on when the station receives the call, not from when the call is made to 911.*

The site is in the district of the Polk County Sheriff's Office Southwest District Command Center 4120 US 98 South, Lakeland. Sheriff response times are not as much a function of the distance to

the nearest Sheriff's substation, but more a function of the overall number of patrol officers within the County.

The PCSO is always trying to improve response times, especially for Priority 1 Calls, by employing new technologies such as Emergency 1 Dispatch (E1D) and Live911. E1D is a program designed to alert deputies at the earliest possible moment of a call for service that is being classified as a true emergency. E1D alert notifications are sent to deputies via their agency-issued smart phones as text messages, alerting deputies of the call type and address of the emergency. Similarly, Live911 technology allows deputies to hear emergency calls in real-time as the dispatcher is receiving the information. Both E1D and Live911 enable deputies to self-dispatch to these in-progress, high-risk incidents as dispatchers collect additional information about the call, thus reducing our response time to emergency situations.

Patrol staff in each district also monitors the response times for their areas and tries to manage their shifts according to manpower, hotspots, traffic obstructions/construction sites, etc. Areas that are spread out tend to have slightly longer response times because of the vast land mass of their district and time of travel. Since patrol deputies are not sitting in the office waiting on a call, it is easier for patrol staff to assign them to certain sectors or beats based on areas with higher call volume to reduce response time; however, this cannot be predicted precisely.

Water and Wastewater Demand and Capacity:

The proposed redevelopment will not result in any increased demand for water or wastewater services.

A. Estimated Demand and Service Provider:

The Florida Governmental Utility Authority (FGUA) currently supplies potable water and provides wastewater treatment for the site through existing connections.

According to FGUA usage data, the existing facility utilized 13,287.7 GPD for the YTD period between July 2024 – June 2025. Post-redevelopment water usage is expected to reduce because of more efficient processing equipment and the modernization of the facility.

The amount of sewage generated is expected to decrease with the proposed redevelopment. According to FGUA usage data, the existing facility generated 13,287.7 GPD for the YTD period between July 2024 – June 2025. Post redevelopment sewage discharge is expected to reduce because of more efficient processing equipment and the modernization of the facility.

B. Available Capacity:

FGUA capacity information is not available.

C. Planned Improvements:

No known improvements.

Roadways/ Transportation Network

The Polk County Transportation Planning Organization (TPO) monitors traffic congestion on over 425 roadway segments (950 directional links). The Roadway Network Database (RND) contains

current traffic data for all arterial and collector roads and includes information on the current traffic volume and level-of-service for these major roads. The RND contains over 26 fields of transportation data for over 1,300 miles of state, County, and city roads in Polk County – one of the largest road networks in the State of Florida.

Much of the transportation data contained in the updated RND is based on traffic counts taken recently by the TPO and Florida Department of Transportation (FDOT) and is used to calculate the level of service and how much capacity is available on a given road based on the road's level of service (LOS) standard. Also included are several safety and multi-modal indicators that help us track some of the TPO's performance measures and targets. This includes a calculation of crash rates, as well as if there is a presence of transit services, sidewalks and bicycle facilities for each road segment.

The report identifies both daily and peak hour traffic volumes. Daily traffic volumes are reported in Annual Average Daily Traffic (AADT) – the typical traffic volume on a weekday over a 24-hour period. Peak hour traffic represents the highest hourly traffic volume for period between 4 – 7 p.m. It is reported as both a two-way volume and as directional volumes (east and west or north and south).

The peak hour traffic volumes are used to estimate the level-of-service for each roadway, in each direction. Level-of-service refers to the quality of traffic flow. It is the primary measure of traffic congestion. Level-of-service (LOS) is measured on a scale of 'A' to 'F' with LOS 'A' being the best (free-flow traffic) and LOS 'F' being the worst (severe traffic congestion).

A. Estimated Demand:

According to the applicant, there is no category for Medical Waste Processing Facility in the most recent edition of ITE. Given that this is an existing facility, the number of daily vehicle trips and PM peak hour can be determined based on actual usage.

The peak PM hour is between 3-4 PM EST. The methodology for ascertaining Peak PM hour was determined by examining when most vehicles, both personal and company owned, enter or leave the location:

Commercial Vehicles: Existing route calculations and GPS show that between 3-4 PM EST is when most commercial vehicles return for the day. Commercial vehicles exit the property in the morning hours and are at various customer locations providing service throughout the day. Due to this, commercial truck and trailer traffic is minimal during the midday hours. After servicing customers, commercial trucks and trailers return to the facility to be unloaded and domiciled in a controlled access parking area overnight.

Personal Vehicles: The number of personal, delivery, and service providers will not change as a result of the redevelopment. It is uncommon for a customer or member of the public to visit Stericycle as the facility does not have any retail or other public-facing operations. The lobby is controlled access and the only personal vehicles entering and exiting the facility are employees. A limited number of delivery vehicles and service providers enter and exit the grounds each day as outlined in the table above.

In terms of personal vehicles, the same commercial drivers will exit the facility after their route, which concludes between 3-4 PM EST. Additionally, the end of 1st shift plant workers is 3:30 PM

EST and the start of 2nd shift is 3:30pm. 1st and 2nd shift plant workers account for the majority of personal vehicles.

Overall, there will be no impact on the volume of vehicular traffic or the PM peak hour due to the proposed redevelopment. The number of vehicle movements and the times they enter and exit the property will not change as a result of the redevelopment and building modernization.

B. Available Capacity:

The project will have direct access to Maine Avenue (Road No. 843422) a County-maintained Urban Collector roadway. The proposed request is not anticipated to directly increase the amount of traffic in a significant manner. A Minor Traffic study will be required during the Level 2 Review process. Although the request will have a limited impact on the transportation system, it is still pertinent to be aware of available capacity when making land use decisions. Table 4, to follow, provides a brief snapshot of the capacity on the surrounding road network.

Table 4

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard
4162E	Maine Avenue From: Lakeland Highlands Road To: US 98	C	759	D
4162W	Maine Avenue From: US 98 To: Lakeland Highlands Road	C	759	D

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2025

Based on above, there is ample capacity on the surrounding roadway network to accommodate this proposed expansion.

C. Roadway Conditions

The site access to the subject property is on Maine Avenue (Road No. 843422), an Urban Collector roadway. Maine Avenue has a right-of-way width of 100 feet and a paved surface width of 30 feet. These meet LDC standards. Any improvements to the roadways will be reviewed during the Level 2 Review process.

D. Planned Improvements:

No County improvements noted.

E. Sidewalks

Sidewalks are not currently located along Maine Avenue but will be provided in accordance with LDC Section 707. Lighted pedestrian crosswalks will also be required for safety.

F. Mass Transit

No mass transit is located along Maine Avenue. The nearest Citrus Connection route is the Green Line with the nearest bus stops located along Reynolds Road, approximately a mile from the subject site.

Park Facilities:

Non-residential projects do not create a direct demand for parks or recreational facilities. This type of SWMF does not produce any odors which would dimmish public enjoyment of parks, either.

A. Location:

Highlands City Park, Crystal Lake Park, Highlands City Senior Field, and Banana Lake parks are all within four miles of the subject site.

B. Services:

Banana Lake Park features covered picnic shelters, a short, paved walking trail, a boat launch site and a fishing pier.

Highland City Park is the home to recreational softball leagues. It has two Little League fields, one pony field, and one softball field. There is also a playground with a covered area, a pavilion, and basketball courts.

Highlands City Senior Field features baseball and softball fields, as well as picnic tables.

C. Environmental Lands:

Circle B Bar Reserve, on the northwest shore of Lake Hancock, is a former cattle ranch that today boasts a wide variety of plants and animals and several distinct ecosystems in this reserve of 1,267 acres.

D. Planned Improvements

There are no planned improvements to park facilities in this area, according to the County's 5-year capital improvements plan.

Environmental Conditions

The Polk County Comprehensive Plan has a Conservation Element. Division 2.300 of the Comprehensive Plan mentions, "The goal, objectives, and policies of the Conservation Element are designed to protect the natural resources which make Polk County a special place while preventing degradation of the environment and allowing development and economic expansion to occur." There should be no serious environmental conditions that need to be addressed with this subject site.

A. Surface Water:

Lake Hancock is approximately 1.75 miles southeast. According to the Polk County Water Atlas, Lake Hancock sits at the headwaters of the Peace River and plays an important role in meeting minimum flows in the Upper Peace River, as well as in improving water quality in the Peace River and Charlotte Harbor. It is in the Peace River - Saddle Creek Watershed and considered impaired due to poor nutrient levels. No impacts are anticipated with this proposal.

B. Wetlands/Floodplains:

There are no wetlands or 100-year flood hazard areas onsite.

C. Soils:

The site is comprised of Neilhurst-Urban Land Complex soils, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.

D. Stormwater Management:

The existing site drains to a retention area located to the southeast of the property. It has a storm sewer pipe connection to the existing swale within Sandyway Lane to the south under SWFWMD Permit No. 4419869. The proposed stormwater management system for this redevelopment will consist of a retention area located to the southwest of the project as well as the existing pond on the southeast. This retention system and stormwater system will be permitted through the Southwest Florida Water Management District and/or FDEP and will conform to their current water quality and stormwater criteria as well as adhering to the stormwater code of Polk County. As a result, the redeveloped site will be an upgrade and discharge cleaner from the site. Stormwater management will be reviewed during the Level 2 Review process.

E. Protected Species

According to FNAI Biodiversity Matrix, no endangered species have been identified onsite. The property is not located within the Polk Green District. No conservation easements are adjacent to the property.

F. Historical & Archeological Resources:

No protected archeological resources are located onsite, according to the Florida Department of State, Division of Historical Resources.

G. Wells (Public/Private)

No private wells are indicated onsite.

H. Airports:

The nearest airport is Bartow Airport, approximately seven miles to the southeast.

Economic Factors:

According to the applicant, 100% of the employees reside locally from within Polk County and the surrounding counties. Job skills range from CDL and Non-CDL drivers, forklift operators, maintenance, material handling, specific machine operation, and specific training on FDOH, FDA, and USDA policies and procedures.

Consistency with the Comprehensive Plan:

Table 5

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	This facility has been onsite since 1999 and is located within an IND future land use district surrounded by industrial uses. The SWMF is industrial in nature, and the operations will be conducted. The ISR, FAR, setbacks, and height of the structure are comparable to those surrounding the site
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing Communities.	This is within a platted industrial park with private utilities. It has access from an Urban Collector roadway with capacity.
POLICY 2.102-A3: DISTRIBUTION - Development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.	This is in an Urban Growth Area with available utilities, traffic capacity, and mass transit within a reasonable distance. Sidewalks will be provided along County roads with this approval.
POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.	The expansion of this facility is necessary to accommodate the growth in this area. It disposes of medical waste at a time when more medical facilities are being constructed around the Lakeland area.
POLICY 2.102-A15: ADEQUATE PUBLIC FACILITIES - The County will direct new growth to areas where adequate public facilities exist or are planned; and ensure that essential services are in place to provide for efficient, cost-effective response times from the Fire Department, Sheriff's Department, and Emergency Management Service (EMS).	The subject property is located within an area of the County that has adequate public safety services as identified in the staff report.

Table 6

The BoCC, in the review of development plans, shall consider the following factors in accordance with Section 907.D.6 of the LDC:	
Whether the proposed development is consistent with all relevant requirements of this Code;	*Yes, this request is consistent with the LDC Sections 120 and 303, expansions of non-conforming uses and SWMFs, respectively.*
Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;	*Yes, this development is consistent with the Comprehensive Plan Policies 2.113-A1 (Industrial Land Uses) and 2.125-P1 (SWMFs).*
Whether the proposed use is compatible with	*The use is industrial in nature, surrounded by industrial*

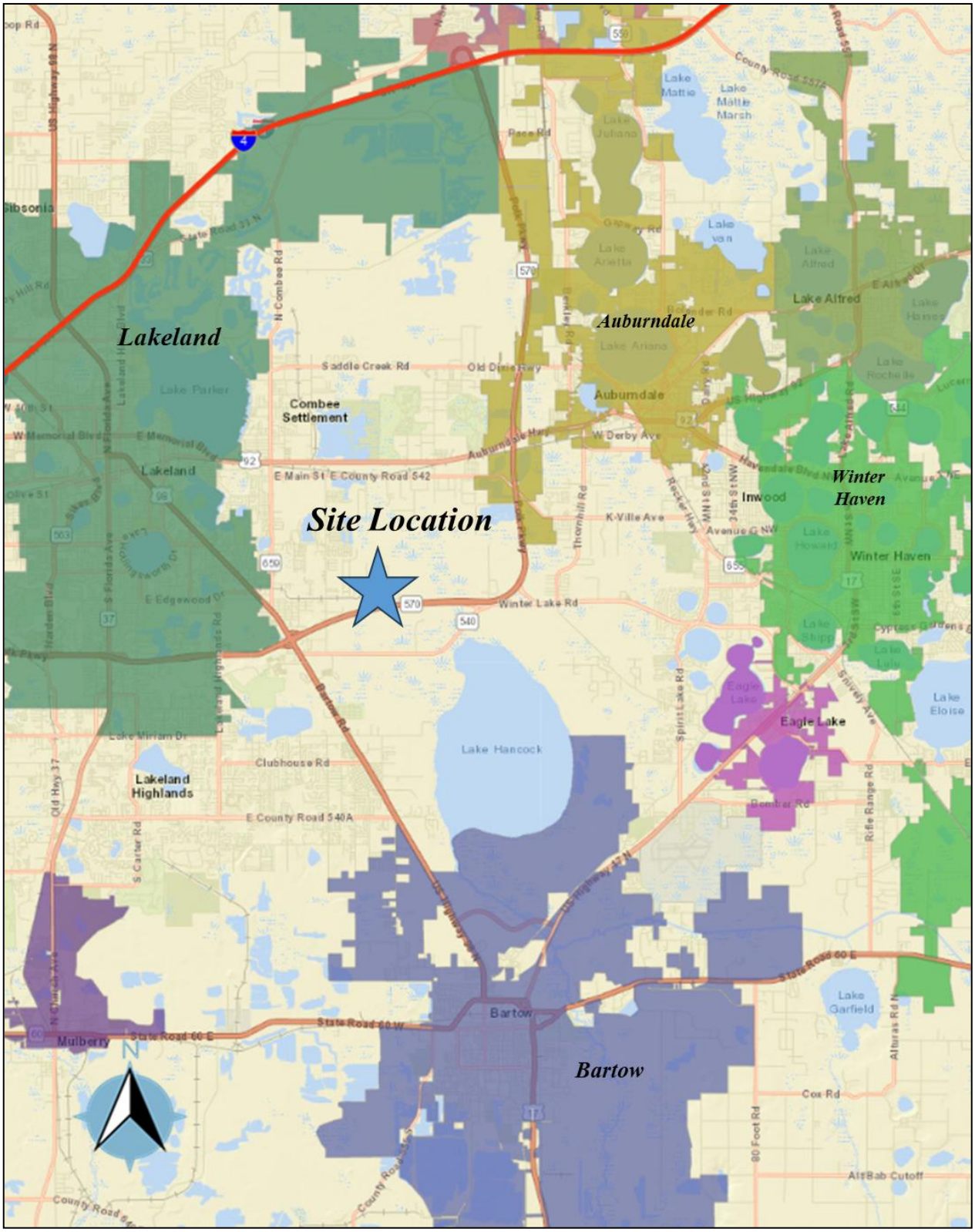
Table 6

The BoCC, in the review of development plans, shall consider the following factors in accordance with Section 907.D.6 of the LDC:	
surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and	*uses in a platted industrial subdivision.*
Any other matter which the BoCC may deem appropriate and relevant to the specific development proposal.	*The expansion will have little impact on public services. Traffic will be the biggest impact but should not increase significantly beyond what is created by the current facility.*

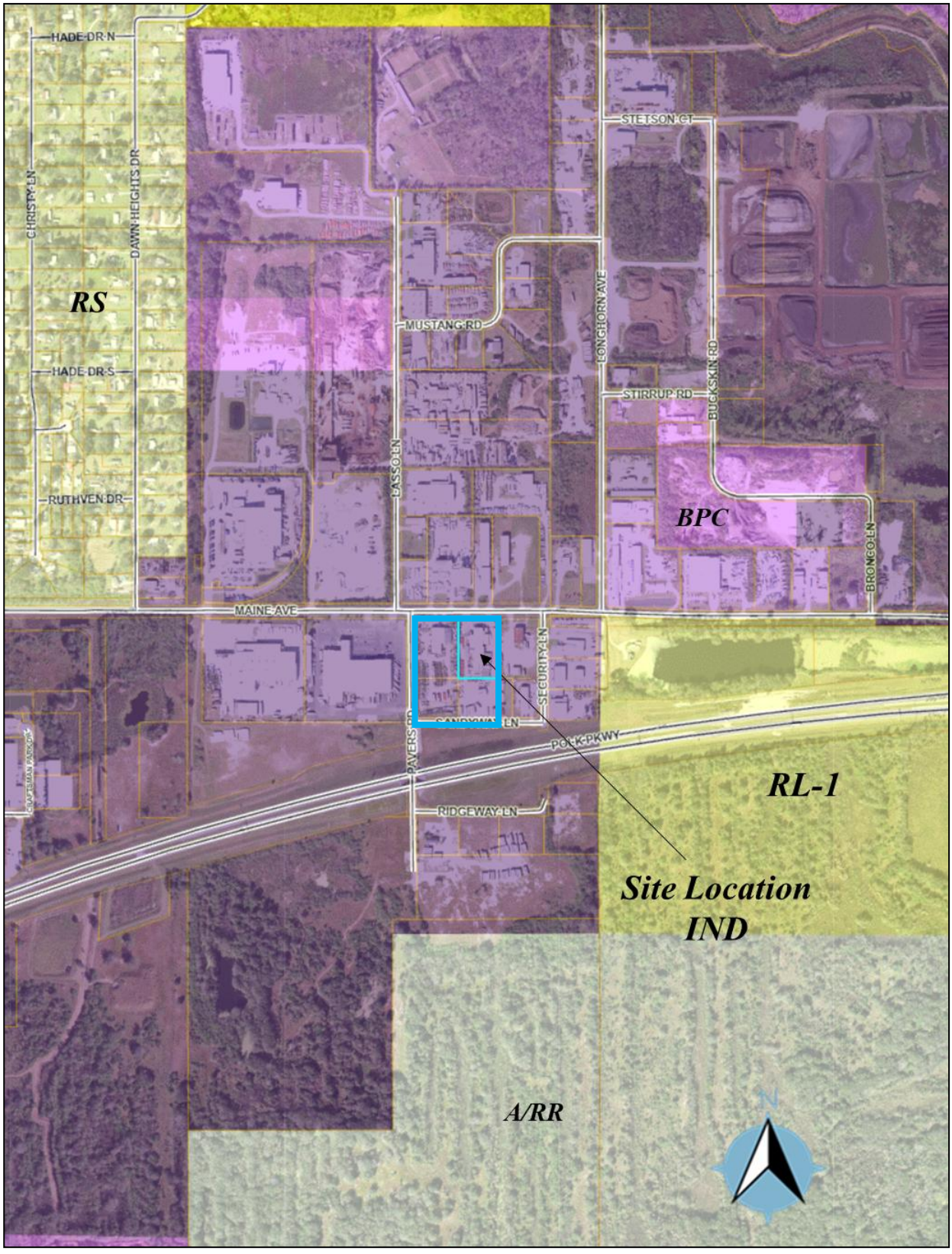
Comments from other Agencies: None

Exhibits:

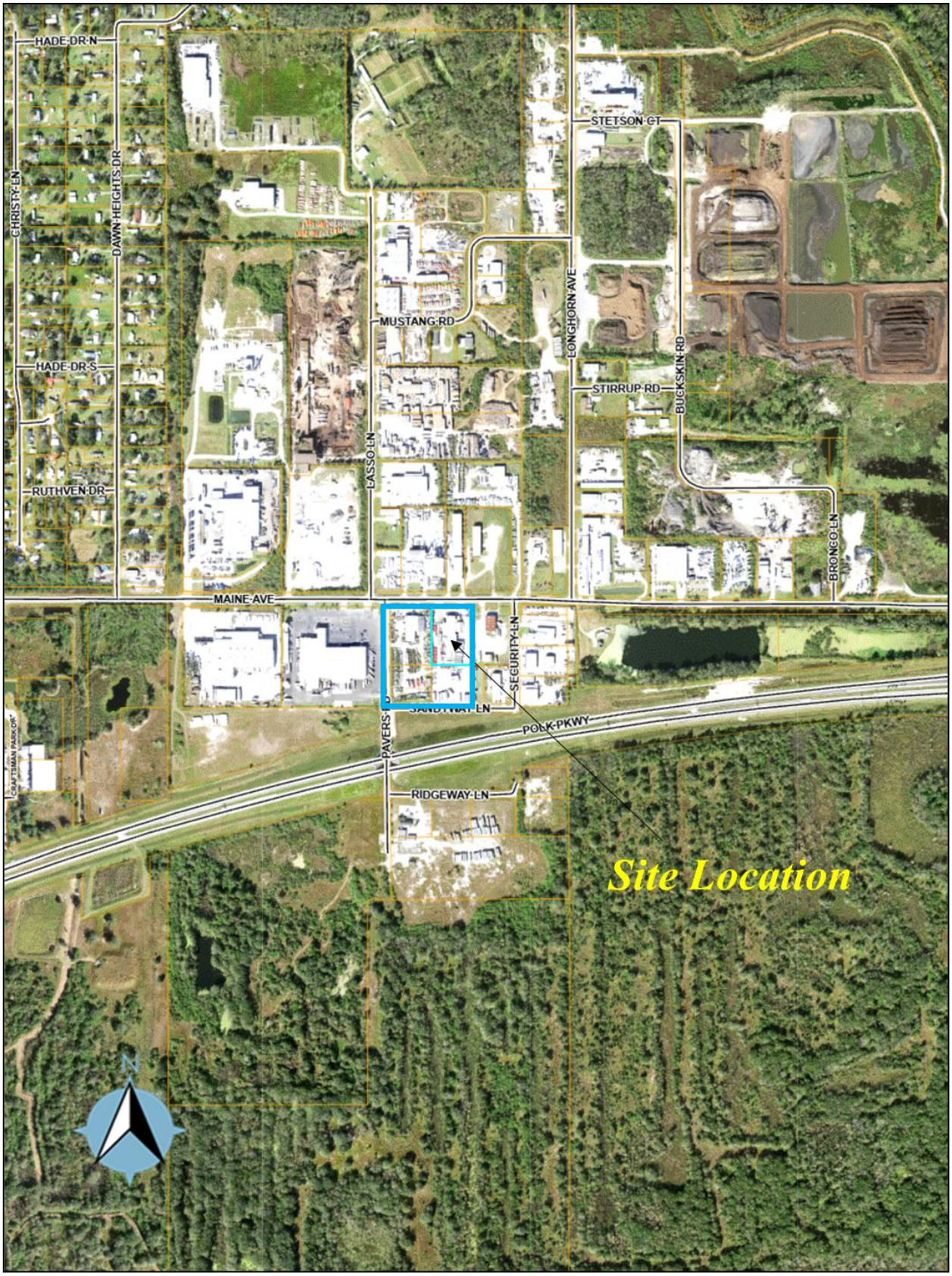
Exhibit 1 Location Map
Exhibit 2 Future Land Use Map
Exhibit 3 Aerial Image (Context)
Exhibit 4 Aerial Image (Close)
Exhibit 5 Site Plan
Exhibit 6 East Parcel Site Data
Exhibit 7 West Parcel Site Data
Exhibit 8 Overall Site Detail



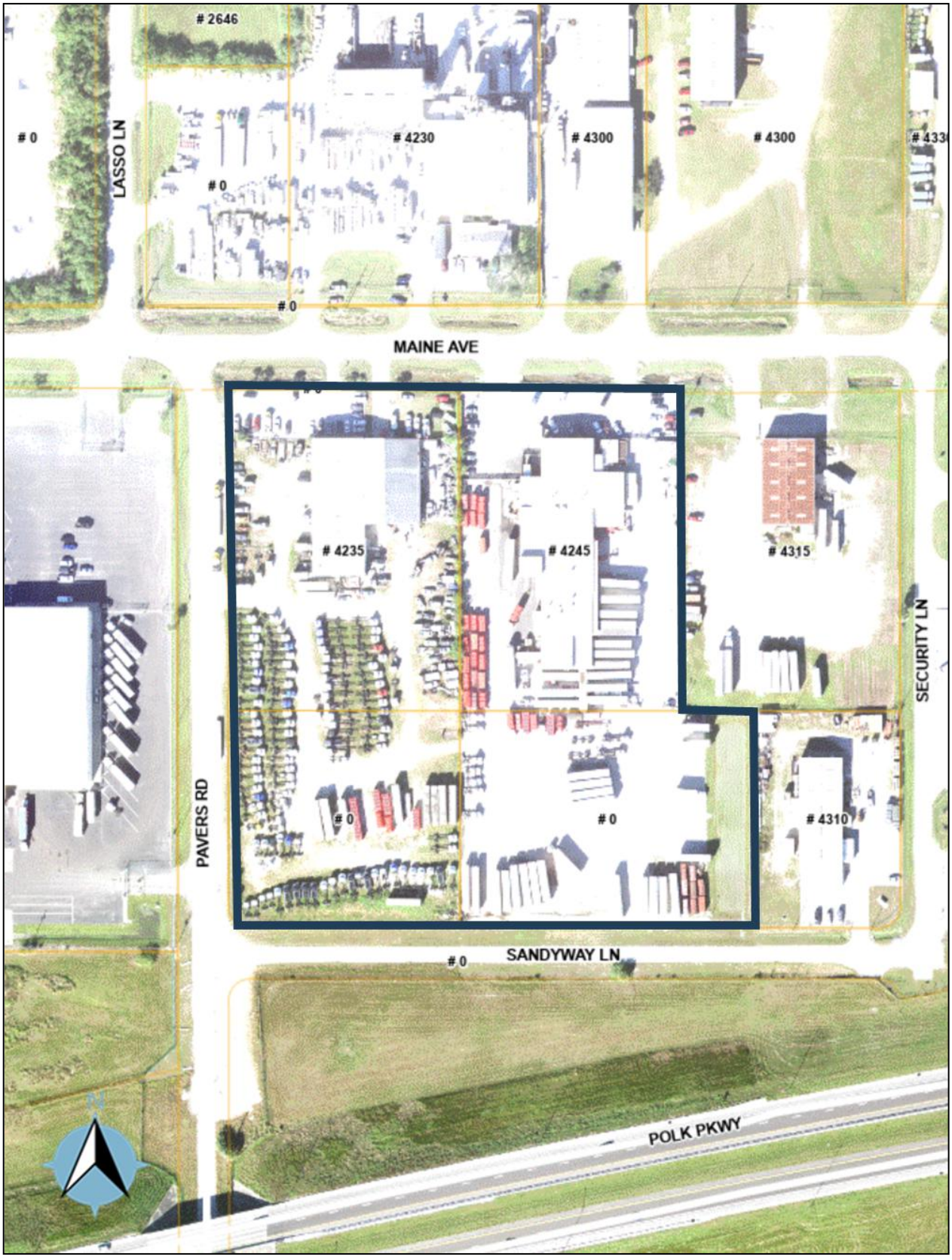
Location Map



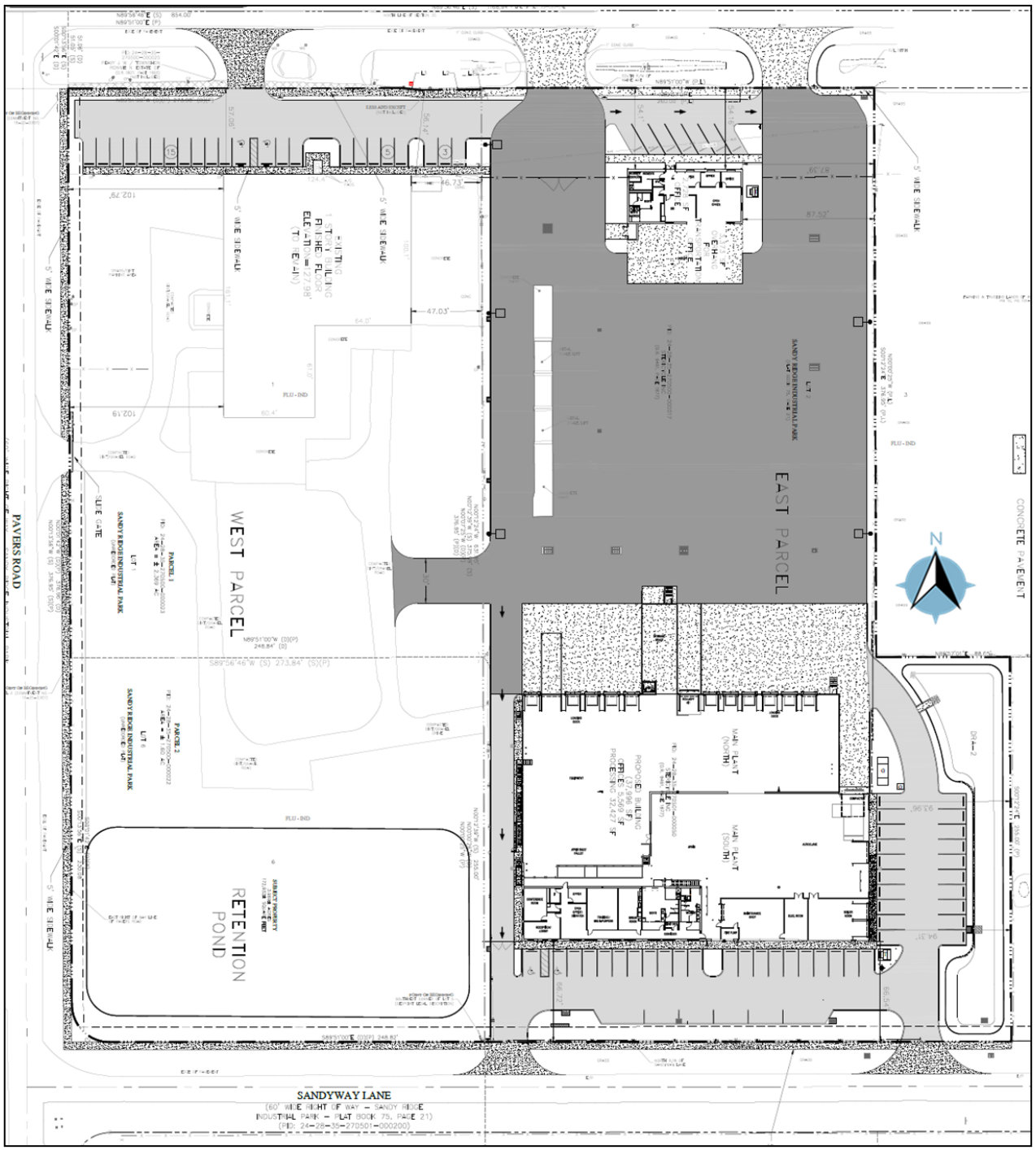
Future Land Use Map



Aerial Image (Context)



Aerial Image (Close)


PAVERS ROAD
WEST PARCEL
EAST PARCEL
RETENTION POND
SANDYWAY LANE
(60' WIDE RIGHT OF WAY – SANDY RIDGE INDUSTRIAL PARK – PLAT BOOK 75, PAGE 21)
(PID: 24-28-30-27050-000200)
N
CONCRETE PAVEMENT

Site Plan

SITE DATA TABLE (EAST PARCEL)

SITE ADDRESS:	4245 MAINE AVE LAKELAND FL 33801		
PARCEL ID:	24-28-35-270500-000017 & 24-28-35-270501-000050		
PROPOSED USE:	REDEVELOPMENT OF STERICYCLE SITE WITH NEW BUILDING		
DEVELOPMENT AREA:	URBAN GROWTH AREA		
FUTURE LAND USE MAP DESIGNATION:	IND – INDUSTRIAL		
TOTAL LAND AREA:	±186,911 SF (±4.2909 AC)		
SITE DATA TOTALS	EXISTING	PROPOSED	MIN/MAX REQUIRED
BUILDING:	19,006 SF	40,724 SF	
PAVEMENT/CONC:	76,788 SF	123,383 SF	
IMPERVIOUS:	171,671 SF (91.85%) (ASPHALT & ASPHALT MILLINGS)	164,107 SF (87.80%)	75% MAX
OPEN SPACE:	15,240 SF (8.15%)	22,804 SF (12.20%)	25% MIN
LOT AREA TOTAL:	186,911 SF	186,911 SF	
LOT WIDTH	348.65'	348.65'	
LOT DEPTH	631.95'	631.95'	
F.A.R.	.10	0.22	0.75 MAX
PARKING SPACES	39 SPACES	54 SPACES (INC 2 HDCP SPACES)	
BUILDING HEIGHT	35 FEET	37.5 FEET	N/A
BUILDING SETBACKS:			
FRONT (NORTH)	56.86'	54.10'	35 FT MIN
FRONT (SOUTH)	304.08'	66.54'	35 FT MIN
SIDE (EAST)	50.76'	87.39'	15 FT MIN
SIDE (WEST)	87.68'	24.97	15 FT MIN

FLOOD ZONE:
PROJECT LIES WITHIN FLOOD ZONE X AS DELINEATED IN FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12105C0320G, INDEX DATED DECEMBER 22, 2016.

East Parcel Site Data

SITE DATA TABLE (WEST PARCEL)

SITE ADDRESS:	4235 MAINE AVE LAKELAND FL 33801		
PARCEL ID:	24-28-35-270500-000022 & 24-28-35-270500-000023		
PROPOSED USE:	.		
DEVELOPMENT AREA:	URBAN GROWTH AREA		
FUTURE LAND USE MAP DESIGNATION:	IND – INDUSTRIAL		
TOTAL LAND AREA:	±172,880 SF (±3.9688 AC)		
SITE DATA TOTALS	EXISTING	PROPOSED	MIN/MAX REQUIRED
BUILDING:	16,136 SF	16,136 SF	
PAVEMENT/CONC:	21,675 SF	27,136 SF	
IMPERVIOUS:	37,811 SF (21.87%)	43,272 SF (25.03%)	75% MAX
OPEN SPACE:	135,069 SF (78.13%)	129,608 SF (74.97%)	25% MIN
LOT AREA TOTAL:	172,880 SF	172,880 SF	
LOT WIDTH	273.98'	273.98'	
LOT DEPTH	631.95'	631.95'	
F.A.R.	.09	0.09	0.75 MAX
PARKING SPACES	N/A	23 SPACES INC 2 ADA SPACES	
BUILDING HEIGHT	N/A	N/A	N/A
BUILDING SETBACKS:			
FRONT (WEST)	102.19'	102.19'	35 FT MIN
FRONT (NORTH)	56.14'	56.14'	35 FT MIN
FRONT (SOUTH)	413.76'	413.76'	15 FT MIN
SIDE (EAST)	46.77'	46.77'	15 FT MIN

FLOOD ZONE:
PROJECT LIES WITHIN FLOOD ZONE X AS DELINEATED IN FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12105C0320G, INDEX DATED DECEMBER 22, 2016.

West Parcel Site Data

SITE DATA TABLE

SITE ADDRESS:	4235 & 4245 MAINE AVE LAKELAND FL 33801		
PARCEL ID:	24-28-35-270500-000017 & 24-28-35-270501-000050 (EAST PARCEL) 24-28-35-270500-000022 & 24-28-35-270500-000023 (WEST PARCEL)		
PROPOSED USE:	REDEVELOPMENT OF STERICYCLE SITE WITH NEW BUILDING		
DEVELOPMENT AREA:	URBAN GROWTH AREA		
FUTURE LAND USE MAP DESIGNATION:	IND – INDUSTRIAL		
TOTAL LAND AREA:	±359,791 SF (±8.2597 AC)		
SITE DATA TOTALS	EXISTING	PROPOSED	MIN/MAX REQUIRED
BUILDING:	35,142 SF	56,860 SF	
PAVEMENT/CONC:	98,463 SF	150,519 SF	
IMPERVIOUS:	209,482 SF (58.22%)	207,379 SF (57.64%)	75% MAX
OPEN SPACE:	15,240 SF (8.15%)	152,412 SF (42.36%)	25% MIN
LOT AREA TOTAL:	359,791 SF	359,791 SF	
LOT WIDTH	622.63'	622.63'	
LOT DEPTH	631.95'	631.95'	
F.A.R.	.10	0.16	0.75 MAX
PARKING SPACES	39 SPACES	77 SPACES (INC 4 HDCP SPACES)	
BUILDING HEIGHT (E PARCEL)	35 FEET	37.5 FEET	N/A
BUILDING SETBACKS:			
FRONT (NORTH)	56.14'	54.10'	35 FT MIN
FRONT (SOUTH)	304.08'	66.54'	35 FT MIN
SIDE (EAST)	50.76'	87.39'	15 FT MIN
FRONT (WEST)	102.19'	102.19'	15 FT MIN

FLOOD ZONE:
PROJECT LIES WITHIN FLOOD ZONE X AS DELINEATED IN FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12105C0320G, INDEX DATED DECEMBER 22, 2016.

Overall Site Data

LDCU-2025-21 - SRCL - Lakeland Reconstruction

Menu Reports Help

Application Name: SRCL - Lakeland Reconstruction

File Date: 08/07/2025

Application Type: BOCC-Conditional Use

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: Stericycle owns and operates an autoclave facility located at 4245 Maine Avenue in Lakeland, Florida on two parcels: #24-28-35-270500-000017 and #24-28-35-270501-000050. The facility has approval under the Polk County Land Development Code to operate as a "legal nonconforming facility" (lawfully constructed at the time it was built, but would not meet current regulations). Stericycle proposes to demolish and reconstruct a larger building on the south abutting parcel to enhance operational efficiency, increase parking and improve the site's aesthetics. There will be no substantial increase in the processing rate or number of employees at the site.

Application Detail: Detail

Address: 4245 MAINE AVE, LAKELAND, FL 33801

Parcel No: 242835270500000017

Owner Name: STERICYCLE INC

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Marshall Weston	Stericycle, Inc	Engineer	Mailing, 4245 Maine Av...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $4,936.00

Total Fee Invoiced: $4,936.00

Balance: $0.00

Custom Fields: **LD_GEN_PUB**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
Conditional Use New

Variance Type
_

Brownfields Request
N/A

Affordable Housing

Type of Acreage
_

GENERAL INFORMATION

Expedited Review

Number of Lots
2

Will This Project Be Phased

Acreage
4.29

DRC Meeting
08/28/2025

DRC Meeting Time
_

Rescheduled DRC Meeting
_

Rescheduled DRC Meeting Time
_

Green Swamp
No

Number of Units
_

Case File Number
_

Is this Polk County Utilities

Is this Application a result of a Code Violation
No

One Year Extension

FS 119 Status

Code Violation Case Number

Non-Exempt

ADVERTISING

Legal Advertising Date

BOCC1 Advertising Date

BOCC2 Advertising Date

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting

Planning Commission Date
11/05/2025

Land Use Hearing Officer 3

1st BOCC Date
12/16/2025

2nd BOCC Date

LUHO-Level 3

HEARING

PC Hearing Results

PC Vote Tally

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_GEN_PUB_EDL

Opening DigEplan List...

DigEplan Document List

PLAN REVIEW FIELDS

TMPRecordID
POLKCO-25EST-00000-48371

DocumentGroupforDPC
DIGITAL PROJECTS LD

RequiredDocumentTypes

RequiredDocumentTypesComplete
Yes

AdditionalDocumentTypes
Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion

Activate DPC
Yes

Activate FSA
Yes

DigitalSigCheck
Yes

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement
√

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan	LU Code
Not in an SAP	IND- Industrial

DEVELOPMENT AREA

Development Area

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	08/13/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	08/27/2025	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	08/15/2025	Phil Irven
Fire Marshal Review	Kim Turner	Approve	08/18/2025	Kim Turner
Planning Review	Ivan Nance	Approve	08/22/2025	Ivan Nance
School Board Review	School District	Not Required	08/14/2025	School District
Review Consolidation	Lyndsay Rathke	Approved for...	08/29/2025	Lyndsay Rathke
Staff Report				
Public Notice				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By
Disclaimer	Note: The applicant/ow...	Informati...	08/22/2025		

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

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Contents

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Section 910 - Impact Assessment Statement

The purpose of an Impact Assessment Statement is to provide information on the effects a proposed development or land use action will have on the existing neighborhood and general area; on the transportation facilities; on the environment and natural resources of the County; on the public facilities for water, sewer, solid waste disposal, fire, police, public education, parks, recreation, and other utilities; and any other aspect with an identified impact of the development and deemed appropriate for concern.

A. Land and Neighborhood Characteristics

To assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. **Show how and why is the site suitable for the proposed uses;**

   Level 3 Response: The current land use for the developed site is industrial (IND) as well as the adjacent properties and neighborhood. While the proposed future land use proposes changing to Institutional-2 (INST-2), this is due to how the County classifies Stericycle's business, not an actual change in the service that has been offered at the business location since Stericycle began operating it in 1999.

   Level 4 Response: The current land use for the developed site is industrial (IND) as well as the adjacent properties and neighborhood. While the proposed future land use proposes changing to Institutional-2 (INST-2), this is due to how the County classifies Stericycle's business, not an actual change in the service that has been offered at the business location since Stericycle began operating it in 1999.

2. **Provide a site plan showing each type of existing and proposed land use;**

   Level 3 Response: A site plan showing the type of existing and proposed land use can be found in the supporting documents section on map "22-013 Dev Concept 063023"

   Level 4 Response: A site plan showing the type of existing and proposed land use can be found in the supporting documents section on map "22-013 Dev Concept 063023"

3. **Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;**

Level 3 Response: No incompatibility has been identified between land use types and no special efforts are needed to minimize differences with adjacent uses.

Level 4 Response: Level 3 Response: No incompatibility has been identified between land use types and no special efforts are needed to minimize differences with adjacent uses.

4. **Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped; and**

Level 3 Response: The site and surrounding parcels are developed.

Level 4 Response: The site and surrounding parcels are developed.

5. **Describe each of the uses proposed in a Planned Development and identify the following:**

a. The density and types of residential dwelling units;

Level 3 Response: There are no residences on or adjacent to the redevelopment area. The residential density is 0.0.

Level 4 Response: There are no residences on or adjacent to the redevelopment area. The residential density is 0.0.

b. The type of commercial and industrial uses;

Level 3 Response: The proposed redevelopment has a future land use of Institutional-2 (INST-2). There are no other commercial and industrial uses in the proposed redevelopment area. The area adjacent to the redevelopment site is limited to industrial (IND). No commercial use types are adjacent to the redevelopment site.

Level 4 Response: The proposed redevelopment has a future land use of Institutional-2 (INST-2). There are no other commercial and industrial uses in the proposed redevelopment area. The area adjacent to the redevelopment site is limited to industrial (IND). No commercial use types are adjacent to the redevelopment site.

c. The approximate customer service area for commercial uses; and

Level 3 Response: There are no existing or planned commercial uses in the planned redevelopment area.

Level 4 Response: There are no existing or planned commercial uses in the planned redevelopment area.

d. The total area proposed for each type of use, including open space and recreation.

Level 3 Response: The total land area is 186,911 SF (4.2909 AC) with the future land use designation of institutional-2 (INST-2). There are no recreational areas within the existing or proposed development area. Open space for the proposed area is 43,207 SF.

Level 4 Response: The total land area is 186,911 SF (4.2909 AC) with the future land use designation of institutional-2 (INST-2). There are no recreational areas within the existing or proposed development area. Open space for the proposed area is 43,207 SF.

B. Access to Roads and Highways

To assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. **Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;**

Level 3 Response: There will be no impact on the volume of vehicular traffic or the PM peak hour due to the proposed redevelopment. The number of vehicle movements and the times they enter and exit the property will not change as a result of the redevelopment and building modernization.

There is no Category for Medical Waste Processing Facility in the most recent edition of ITE. Given that this is an existing facility, the number of daily vehicle trips and PM peak hour can be determine based on actual usage. The number of daily vehicle trips are as follows:

Commercial							
Enter	21	21	21	21	21	6	6
Exit	21	21	21	21	21	6	6
Personal							
Enter	70	70	70	70	70	10	6
Exit	70	70	70	70	70	10	6
Delivery							
Enter	3	3	3	3	3	1	1
Exit	3	3	3	3	3	1	1
Service Provider							
Enter	1	1	1	1	1	1	1
Exit	1	1	1	1	1	1	1

Commercial: Commercial vehicles exit the property in the morning hours and are at various customer locations providing service throughout the day. Due to this, commercial truck and trailer traffic is minimal during the mid-day hours. After servicing customers, commercial trucks and trailers return to the facility to be unloaded and domiciled in a controlled access parking area overnight.

Personal, Delivery, Service Providers: The number of personal, delivery, and service providers will not change as a result of the redevelopment. It is uncommon for a customer or member of the public to visit Stericycle as the facility does not have any retail or other public-facing operations. The lobby is controlled access and the only personal vehicles entering and exiting the facility are employees. A limited number of delivery vehicles and service providers enter and exit the grounds each day as outlined in the table above.

Peak PM Hour: The peak PM hour is between 3-4 PM EST. The methodology for ascertaining Peak PM hour was determined by examining when most vehicles, both personal and company owned, enter or leave the location:

Commercial Vehicles: Existing route calculations and GPS shows that between 3-4 PM EST is when most commercial vehicles return for the day.

Personal Vehicles: In terms of personal vehicles, the same commercial drivers will exit the facility after their route, which concludes between 3-4 PM EST. Additionally, the end of 1st shift plant workers is 3:30 PM EST and the start of 2nd shift is 3:30pm. 1st and 2nd shift plant workers account for the majority of personal vehicles.

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Level 4 Response: There will be no impact on the volume of vehicular traffic or the PM peak hour due to the proposed redevelopment. The number of vehicle movements and the times they enter and exit the property will not change as a result of the redevelopment and building modernization.

There is no Category for Medical Waste Processing Facility in the most recent edition of ITE. Given that this is an existing facility, the number of daily vehicle trips and PM peak hour can be determine based on actual usage. The number of daily vehicle trips are as follows:

Commercial							
Enter	21	21	21	21	21	6	6
Exit	21	21	21	21	21	6	6
Personal							
Enter	70	70	70	70	70	10	6
Exit	70	70	70	70	70	10	6
Delivery							
Enter	3	3	3	3	3	1	1
Exit	3	3	3	3	3	1	1
Service Provider							
Enter	1	1	1	1	1	1	1
Exit	1	1	1	1	1	1	1

Commercial: Commercial vehicles exit the property in the morning hours and are at various customer locations providing service throughout the day. Due to this, commercial truck and trailer traffic is minimal during the mid-day hours. After servicing customers, commercial trucks and trailers return to the facility to be unloaded and domiciled in a controlled access parking area overnight.

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Commercial Vehicles: Existing route calculations and GPS shows that between 3-4 PM EST is when most commercial vehicles return for the day.

Personal Vehicles: In terms of personal vehicles, the same commercial drivers will exit the facility after their route, which concludes between 3-4 PM EST. Additionally, the end of 1st shift plant workers is 3:30 PM EST and the start of 2nd shift is 3:30pm. 1st and 2nd shift plant workers account for the majority of personal vehicles.

2. **Indicate what modifications to the present transportation system will be required as a result of the proposed development;**

Level 3 Response: There will be no impact to the transportation system. Currently there are no known bus stops or other public transit systems which service the proposed redevelopment area. The primary means of transportation to this site will continue to be vehicular means.

Level 4 Response: There will be no impact to the transportation system. Currently there are no known bus stops or other public transit systems which service the proposed redevelopment area. The primary means of transportation to this site will continue to be vehicular means.

3. **List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;**

Level 3 Response: The existing site consists of 37 parking spaces however several personal vehicles park in lot and on the grass in non-designated parking spots. Due to this a net increase of 8 parking spaces is proposed in the redevelopment for a total of 45 parking spaces. Please note that an increase in the number of parking spots will not result in an increased number of generated trips to the facility, nor will is result in an increase in the number of vehicles being parked at the facility.

Level 4 Response: The existing site consists of 37 parking spaces however several personal vehicles park in lot and on the grass in non-designated parking spots. Due to this a net increase of 8 parking spaces is proposed in the redevelopment for a total of 45 parking spaces. Please note that an increase in the number of parking spots will

not result in an increased number of generated trips to the facility, nor will is result in an increase in the number of vehicles being parked at the facility.

4. **Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and**

   Level 3 Response: The proposed development seeks to maintain the two existing driveway connections to Maine Avenue to the north which is a public road and add two additional driveway connections to the South to Sandyway Lane.

   Level 4 Response: The proposed development seeks to maintain the two existing driveway connections to Maine Avenue to the north which is a public road and add two additional driveway connections to the South to Sandyway Lane.

5. **Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.**

   Level 3 Response: This site is located within an industrial zoned area and the roads connecting to this development do not have sidewalks for pedestrian connectivity or bicycle lanes. There are no known bus stops in this area. The primary means of transportation to this site will continue to be vehicular means.

   Level 4 Response: This site is located within an industrial zoned area and the roads connecting to this development do not have sidewalks for pedestrian connectivity or bicycle lanes. There are no known bus stops in this area. The primary means of transportation to this site will continue to be vehicular means.

C. Sewage

To determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. **Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;**

   Level 3 Response: The amount of sewage generated is expected to decrease with the proposed redevelopment. According to FGUA usage data, the existing facility generated 13,287.7 GPD for the YTD period between July 2024 – June 2025. Post redevelopment sewage discharge is expected to reduce as a result of more efficient processing equipment and the modernization of the facility.

Level 4 Response: The amount of sewage generated is expected to decrease with the proposed redevelopment. According to FGUA usage data, the existing facility 13,287.7 GPD for the YTD period between July 2024 – June 2025.. Post redevelopment sewage discharge is expected to reduce as a result of more efficient processing equipment and the modernization of the facility.

2. **Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;**

   Level 3 Response: The existing Stericycle facility does not have onsite sewage treatment. There are no plans to treat sewage with the redevelopment.

   Level 4 Response: No onsite sewage treatment is proposed.

3. **Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems; –**ARCO/GCC

4. **Identify the service provider; and**

   Level 3 Response: Florida Governmental Utility Authority (FGUA)

   Level 4 Response: Florida Governmental Utility Authority (FGUA)

5. **Indicate the current provider's capacity and anticipated date of connection.**

   Level 3 Response: There is an existing sewage connection to the Florida Governmental Utility Authority (FGUA).

   Level 4 Response: There is an existing sewage connection to the Florida Governmental Utility Authority (FGUA).

D. Water Supply

To determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. **Indicate the proposed source of water supply and, the type of treatment;**

   Level 3 Response: The Florida Governmental Utility Authority (FGUA) currently supplies the water for the existing development and will continue supplying water

with the redevelopment. There is no onsite treatment of this water in the current condition or proposed redevelopment.

Level 4 Response: The Florida Governmental Utility Authority (FGUA) currently supplies the water for the existing development and will continue supplying water with the redevelopment. There is no onsite treatment of this water in the current condition or proposed redevelopment.

2. **Identify the service provider;**

Level 3 Response: Florida Governmental Utility Authority (FGUA)

Level 4 Response: Florida Governmental Utility Authority (FGUA)

3. **Calculate the estimated volume of consumption in gallons per day (GPD); and**

Level 3 Response: According to FGUA usage data, the existing facility utilized 13,287.7 GPD for the YTD period between July 2024 – June 2025.. Post redevelopment water usage is expected to reduce as a result of more efficient processing equipment and the modernization of the facility.

Level 4 Response: According to FGUA usage data, the existing facility utilized 13,287.7 GPD for the YTD period between July 2024 – June 2025.. Post redevelopment water usage is expected to reduce as a result of more efficient processing equipment and the modernization of the facility.

4. **Indicate the current provider's capacity and anticipated date of connection.**

Level 3 Response: There is an existing sewage connection to the Florida Governmental Utility Authority (FGUA).

Level 4 Response: There is an existing sewage connection to the Florida Governmental Utility Authority (FGUA).

E. Surface Water Management and Drainage

To determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. **Discuss the impact the proposed development will have on surface water quality;**

Level 3 Response: The proposed stormwater management system for the redevelopment will conform to SWFWMD, FDEP, and Polk County stormwater criteria which will have the cumulative effect of improving the water quality stormwater discharge from the site as part of this proposed redevelopment.

Level 4 Response: The existing site drains to a small retention area located to the southeast of the property it has a storm sewer pipe connection to the existing swell within Sandy Lane to the South under SWFWMD permit no. 4419869 .The proposed stormwater management system for this project redevelopment will consist of a retention area located to the southeast of the project and another retention area located to the southwest of the project. This retention system and stormwater system will be permitted through the Southwest Florida Water Management District and or FDEP and will conform to their current water quality and stormwater criteria as well as adhering to the stormwater code of Polk County. As a result, the redeveloped site will be an upgrade and provide water quality treatment prior to discharging off site where no appreciable water quality treatment is being provided with the existing site. any stormwater discharging from this site.

2. **Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;**

Level 3 Response: There are no natural drainage features or wetlands within the project boundary. This proposed site redevelopment will modify and reconfigure the existing retention area located to the southeast and there may also be another retention area located within the north-central portion of the project and the site drainage will mimic existing drainage patterns.

Level 4 Response: There are no natural drainage features or wetlands within the project boundary. This proposed site redevelopment will modify and reconfigure the existing retention area located to the southeast and there may also be another retention area located within the north-central portion of the project and the site drainage will mimic existing drainage patterns.

3. **Describe the impact of such alterations on the fish and wildlife resources of the site; and**

Level 3 Response: The redeveloped site will be an upgrade and provide water quality treatment to stormwater prior to discharging off site where no appreciable water quality treatment is being provided currently within the existing site. As such, cleaner stormwater will be discharged from the site which will be a definitive improvement over current conditions.

Level 4 Response: The redeveloped site will be an upgrade and provide water quality treatment to stormwater prior to discharging off site where no appreciable water quality treatment is being provided currently within the existing site. As such, cleaner stormwater will be discharged from the site which will be a definitive improvement over current conditions.

4. **Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.**

Level 3 Response: The redevelopment will enlarge retention areas for stormwater treatment and storage and although there will be some additional stormwater runoff to be treated, there will be no appreciable impact to the groundwater conditions as a result of the redevelopment.

Level 4 Response: Water quality treatment will be provided by dry retention ponds within this redeveloped site which will mimic current conditions within the site and as such there should be no quantifiable effect and/or changes to the groundwater conditions as a result of this redevelopment.

F. Population

To determine the impact of the proposed developments additional population, the applicant shall:

1. **Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;**

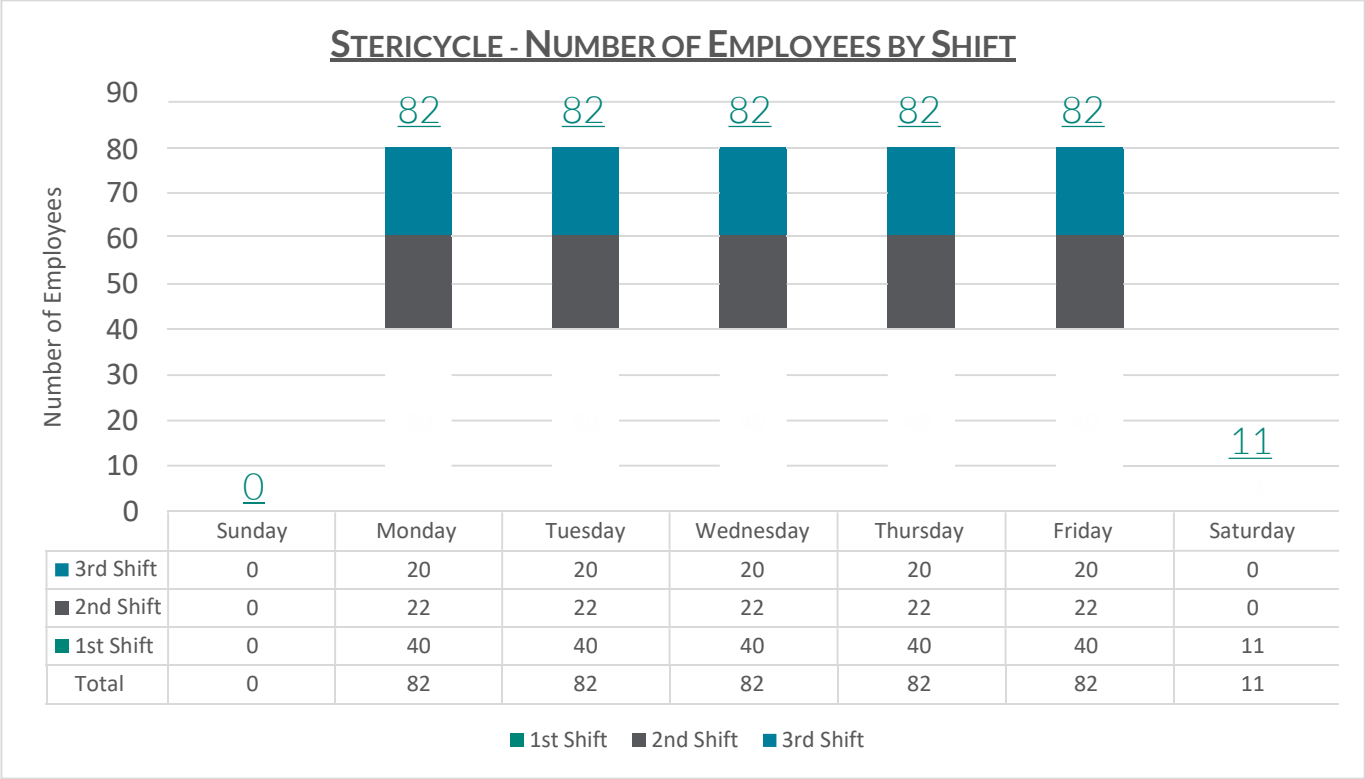
Level 3 Response: There will be no impact to resident, transient, or generated population from this proposed redevelopment.

Level 4 Response: There will be no impact to resident, transient, or generated population from this project.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;

Level 3 Response:

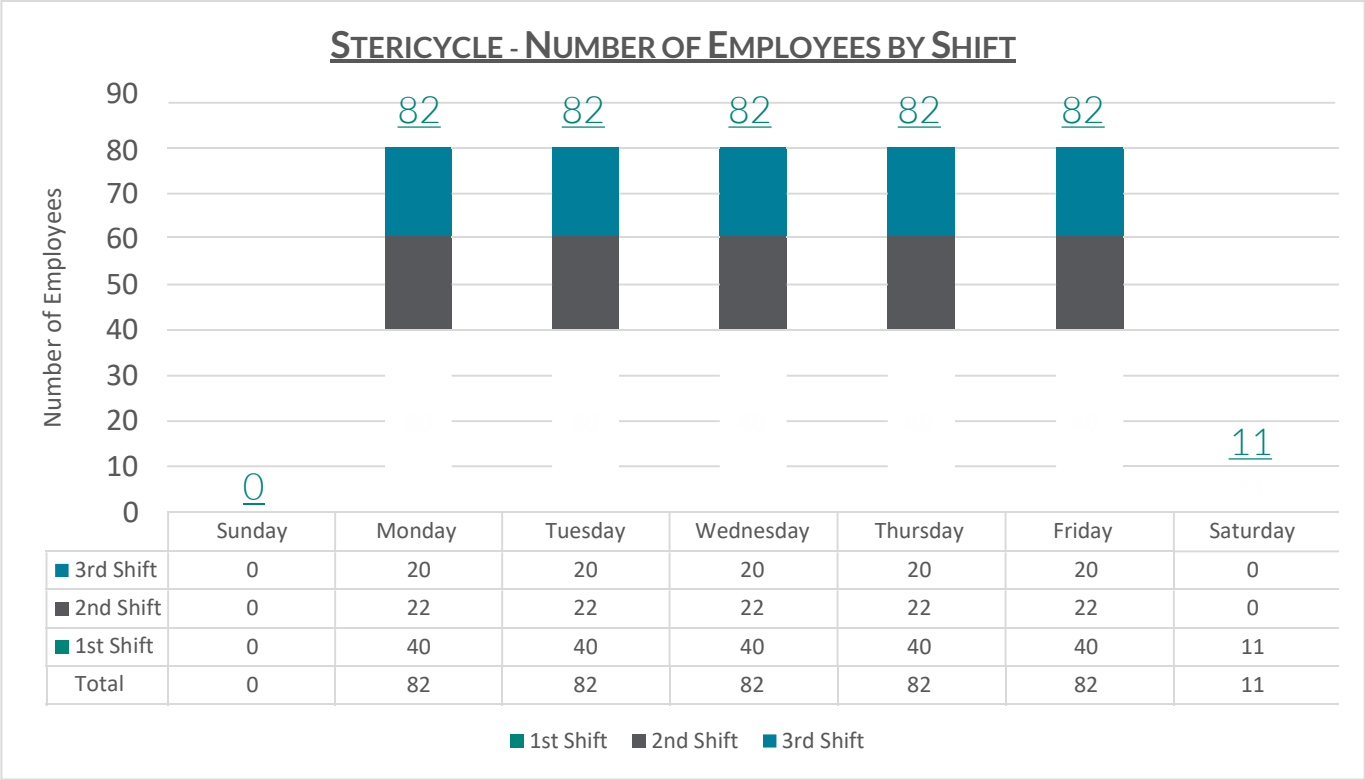
100% of the employees reside locally from within Polk County and the surrounding counties. Job skills range from CDL and Non CDL drivers, forklift operators, maintenance, material handling, specific machine operation, and specific training on FDOH, FDA and USDA policies and procedures.



	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3rd Shift	0	20	20	20	20	20	0
2nd Shift	0	22	22	22	22	22	0
1st Shift	0	40	40	40	40	40	11
Total	0	82	82	82	82	82	11

Level 4 Response:

100% of the employees will be found locally from within Polk County and the surrounding counties. Skills range from CDL and Non CDL drivers, forklift operators, maintenance, material handling, specific machine operation, and specific training on FDOH, FDA and USDA policies and procedures.



	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3rd Shift	0	20	20	20	20	20	0
2nd Shift	0	22	22	22	22	22	0
1st Shift	0	40	40	40	40	40	11
Total	0	82	82	82	82	82	11

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

Level 3 Response: Not Applicable, no additional population will be generated.

Level 4 Response: Not Applicable, no additional population will be generated.

4. Describe the proposed service area and the current population thereof.

Level 3 Response: The Stericycle location at 4245 Maine Ave provides regulated medical waste collection and treatment services to all of Polk County and the surrounding counties. Stericycle is highly involved in servicing customers within the community on a daily basis. There are currently 680 customers with a Polk County zip code such as hospitals, physician offices, nursing homes, retail pharmacies, hotels/resorts, schools, police & sheriff offices, all types of government facilities, and many other types of businesses.

Level 4 Response: The Stericycle location at 4245 Maine Ave provides regulated medical waste collection and treatment services to all of Polk County and the surrounding population. Stericycle is highly involved in servicing customers within the community on a daily basis. There are currently 680 customers with a Polk County zip code such as hospitals, physician offices, nursing homes, retail pharmacies,

hotels/resorts, schools, police & sheriff offices, all types of government facilities, and many other types of businesses.

G. General Information

To determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

Level 3 Response: Not Applicable

Level 4 Response: Not Applicable

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

Level 3 Response: The proposed redevelopment will not impact demand on Parks and Recreation services

Level 4 Response: The proposed redevelopment will not impact demand on Parks and Recreation services

b. Educational Facilities (preschool/elementary/middle school/high school);

Level 3 Response: The proposed redevelopment will not impact demand on Educational Facilities

Level 4 Response: The proposed redevelopment will not impact demand on Educational Facilities

c. Health Care (emergency/hospital);

Level 3 Response: With the current development and the proposed redevelopment, in the event of injury or sickness Stericycle employees would utilize local emergency and hospital services. Given that there is no change to resident, transient, or generated population from this proposed redevelopment the demand for health care services would not change.

Level 4 Response: With the current development and the proposed redevelopment, in the event of injury or sickness Stericycle employees would utilize local emergency and hospital services. Given that there is no change to resident, transient, or generated population from this proposed redevelopment the demand for health care services would not change.

d Fire Protection;

Level 3 Response: The proposed redevelopment will not impact demand on Fire Protection Services. The only interaction will be inspections and plan reviews.

Level 4 Response: The redevelopment would require ongoing fire protection services.

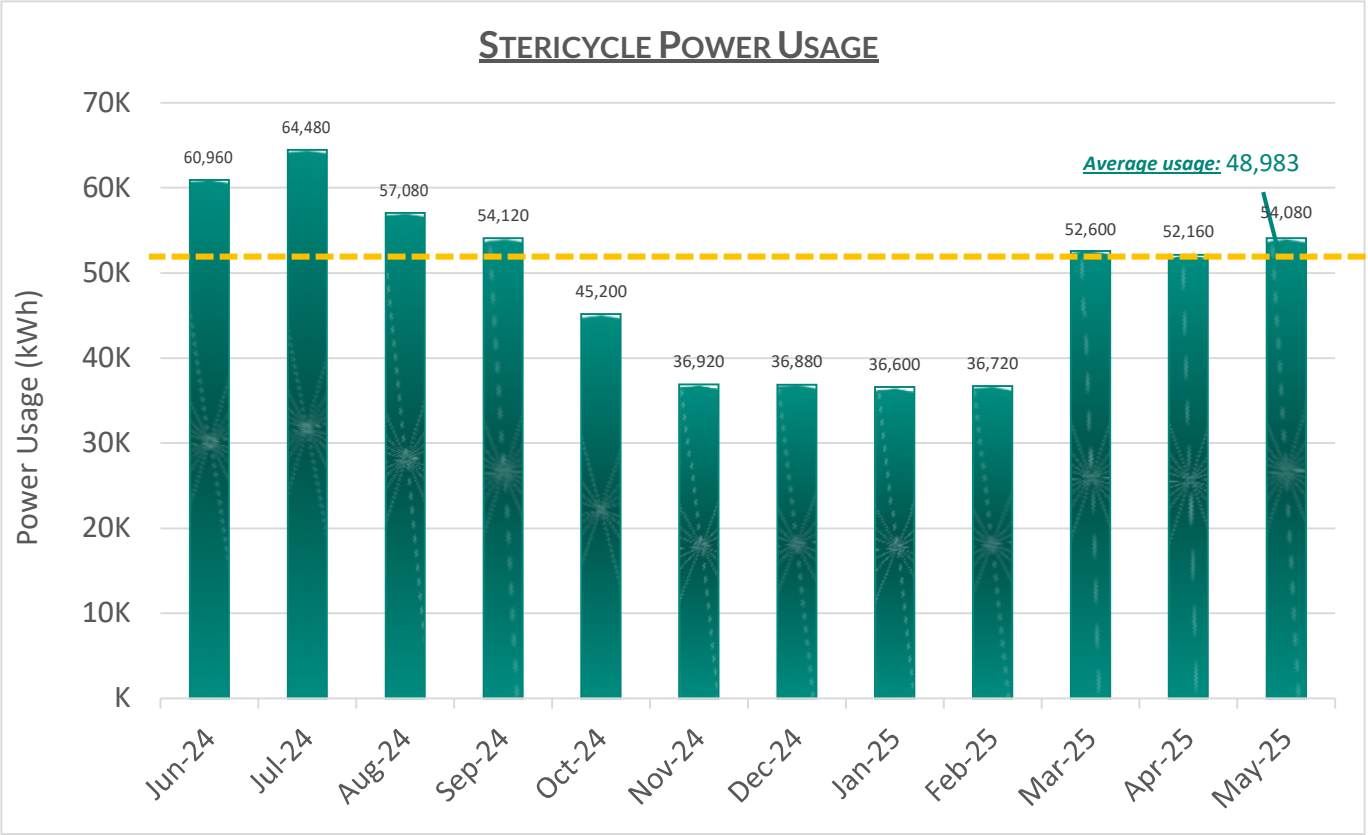
e. Police Protection and Security; and

Level 3 Response: The proposed redevelopment will not impact demand on Police Protection and Security Services.

Level 4 Response: The proposed redevelopment would require ongoing police protection services.

f. Electrical Power Supply

Level 3 Response: The current total amps available for the existing facility is 800 amps 480V/277V. Based on equipment present after the expansion, 2400 amps 480V/277V for a net increase of 1600 amps.



Level 4 Response: The facility will require 2400 amps 480V/277V

H. Maps

1. Maps shall be used to give the public agencies a clear graphic illustration and visual understanding of the proposed development and the potential positive and negative impacts resulting from the development.

2. Maps shall be of sufficient type, size, and scale to facilitate complete understanding of the elements of the proposed development. Scales shall be clearly indicated on each map and the dates of preparation and revisions shall be included. The project boundaries shall be overlaid on all maps. The following maps shall accompany all Impact Assessment Statements:

3. **Map A:** A location map showing the relationship of the development to cities, highways, and natural features;

4. **Map B:** A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

5. **Map C:** A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

6. **Map D:** A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

7. **Map E:** A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

8. **Map F:** A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

9. **Map G:** A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

Stericycle

We protect what matters

Maps & Supporting Documents

Stericycle

LAKELAND FL OPERATING PLAN

1. Introduction:

The Lakeland Facility, 'Facility' is a processor of Regulated Medical Waste 'RMW'. RMW is processed in accordance with the provisions of F.A.C. 64E-16.007. The facility operates four Bondtech autoclave units with a total waste processing capability of 9,000 pounds/hour. The parameters of temperature and pressure of the autoclave system used at this facility are continuously monitored throughout the sterilization process. The temperature of the autoclave unit must reach at least 121 degrees Celsius (250 degrees Fahrenheit). All required records and documentation regarding operating parameters will be initialed and maintained for three years. The certification for the biological indicator to be used for the efficacy testing is attached to this Plan.

2. Inbound Waste

2.1. Medical waste received for processing is generated from hospitals, physicians' offices, blood banks, veterinary hospitals/clinics, dental practices, medical research facilities and laboratories. The types of wastes will include used sharps, contaminated PPE, tubing, gauze, surgical waste, renal dialysis waste etc.

2.2. The Lakeland Facility is the only Florida autoclave facility that has an SMS Sharps Program. All reusable sharps from SMS healthcare facilities are treated at the Facility; as a result, there is a higher percentage of syringes/sharps that are processed here.

2.3. Waste arrives at the site in bulk and non-bulk packaging on trucks/trailers. Containers/packages are removed from the vehicles and staged on the plant floor. The containers are loaded onto conveyors and move to the weigh station. Each container is weighed and scanned for billing and tracking purposes.

2.4. After the containers are weighed, they proceed down a conveyor, where they are emptied into autoclave treatment bins for subsequent transfer into the autoclave(s) for steam sterilization. Reusable empty containers are washed and sent back to our customers, while clean cardboard boxes are baled for recycling.

3. Treatment Process

3.1. When all of the treatment bins are filled and the autoclave is ready for loading, the operator opens the autoclave door and loads the bins into the autoclave. The autoclave door is closed, then the steam sterilization cycle is initiated.

3.2. A vacuum is pulled on the autoclave. The greater the vacuum the less time required to bring the unit up to operating temperature. The purpose of the vacuum is to remove the atmospheric air so the unit can attain the processing temperature quicker. The internal pressure of the boxes/bags causes them to rupture when the pressure inside the autoclave is reduced via the vacuum. This allows steam to penetrate the waste material faster and improve the treatment of the waste.

3.3. After the vacuum, steam generated from a boiler is then injected into the autoclave. The

steam will heat the waste to a minimum 250 degrees Fahrenheit during the 30 minute minimum cycle as necessary to kill geobacillus stearothermophilus. The actual operating parameters will be established for each autoclave through a validation process in accordance with the validation testing protocol.

3.4. The time required for treating the load is the sum of three components: the ramp up time, the treatment (cook) time, and the ramp down time. The ramp up time is necessary to allow the entire load to reach the optimum temperature which is accomplished by the replacement of air in the autoclave with saturated steam.

3.5. The treatment time is the minimum time at a given temperature that is known to destroy all types of microorganisms. This time is based on the thermal death of geobacillus stearothermophilus spores, which are heat resistant spores recommended for use in monitoring this treatment process.

3.6. The autoclave cycle setpoints are:
Pre-vac: 3 minutes
Ramp: 3 minutes
Soak: 15 minutes
Exhaust: 3 minutes
Post-vac: 2-3 minutes
Temperature: 292F

4. Post Treatment

4.1. Once the cycle is complete, the unit is vented through a blow down process. A vacuum is pulled to remove any excess steam in the autoclave. The unit is then brought back to atmospheric pressure and the doors are opened.

4.2. The treated waste in the autoclave bins is transferred to a compactor which then feeds into a the transfer container. 40-yard receiver box. Once full, the box is transported to a permitted landfill for final disposal.

5. QA/QC

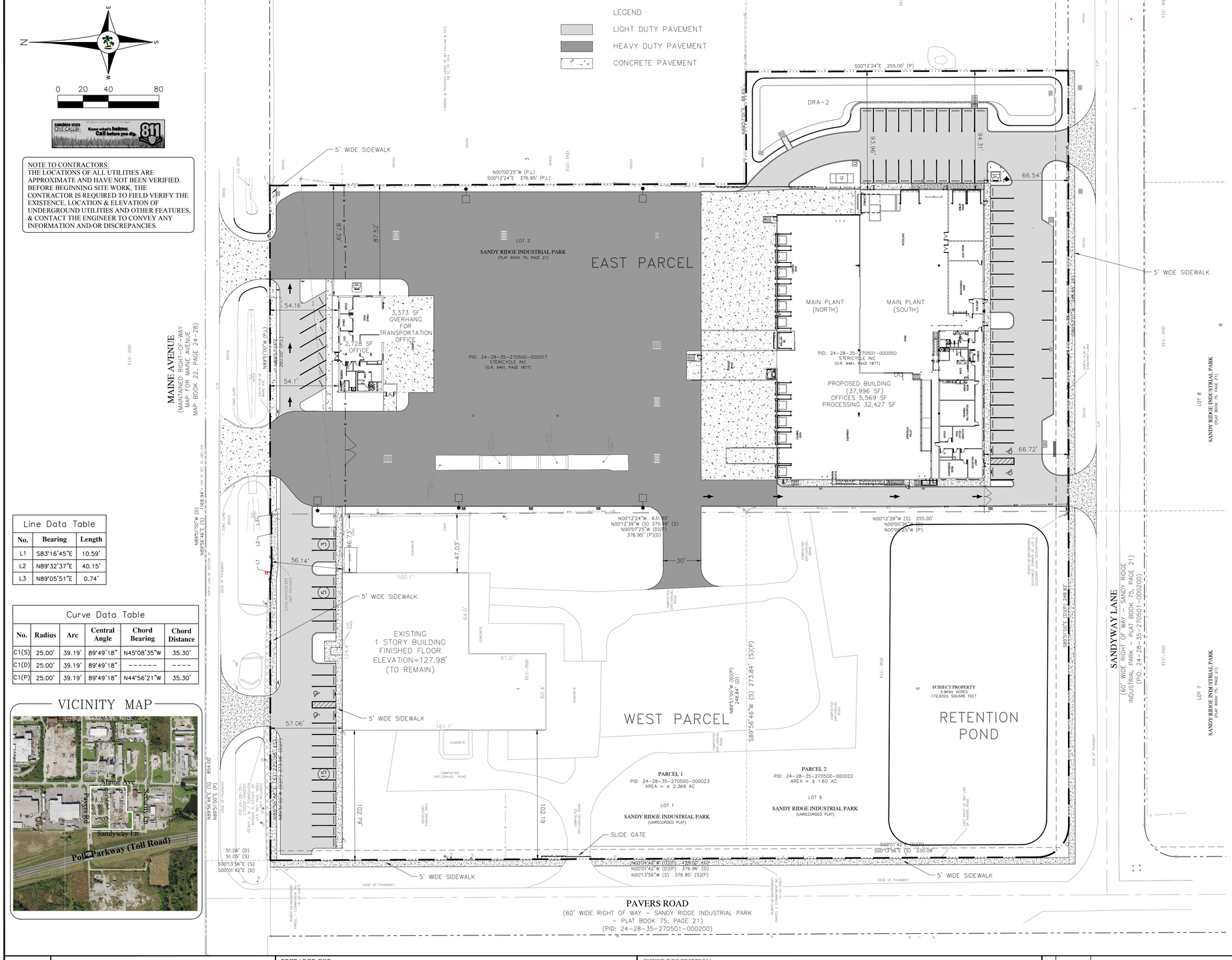
5.1. During treatment, the following steps are taken to assure that no etiologic agents are disbursed into the environment:

5.1.1. Recording charts monitoring the time and temperature are checked throughout the cycle to verify operating standards are being met.

5.1.2. The bacteriological spore geobacillus stearothermophilus is placed in each autoclave at least once each 7 days to verify kill temperatures and time. This is a highly heat-resistant spore that is retrieved after the process and cultured in the incubator in the laboratory on site.

5.2. The spore test is conducted by placing a vial of biological indicator in PTFE tubing. The PTFE tubing is placed in the middle of the waste in an autoclave bin. After the waste is processed, the PTFE tubing is removed and the vial is placed in an incubator for 24 hours with an untreated vial as control. The chemical indicator on the processed vial will change from rose to brown indicating heat penetration. The treated vial will turn to a darker color indicating no bacterial growth. The control vial turns to yellow indicating bacterial growth.

5.3. If the spore test has growth of the spore, the load is re-processed, and the test is repeated.



Line Data Table		
No.	Bearing	Length
L1	S83°16'45"E	10.59'
L2	N89°32'37"E	40.15'
L3	N89°05'51"E	0.74'

Curve Data Table					
No.	Radius	Arc	Central Angle	Chord Bearing	Chord Distance
C1(S)	25.00'	39.19'	89°49'18"	N45°08'35"W	35.30'
C1(D)	25.00'	39.19'	89°49'18"	------	----
C1(P)	25.00'	39.19'	89°49'18"	N44°56'21"W	35.30'

VICINITY MAP

LEGAL DESCRIPTION

(EAST PARCEL) A PARCEL OF LAND BEING A PORTION OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, RUN THENCE SOUTH 00 DEGREES 19 MINUTES 53 SECONDS EAST FOR 51.05 FEET, THENCE NORTH 89 DEGREES 51 MINUTES 00 SECONDS WEST FOR 635.23 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89 DEGREES 51 MINUTES 00 SECONDS WEST FOR 260.0 FEET, THENCE SOUTH 0 DEGREES 00 MINUTES 25 SECONDS EAST FOR 376.95 FEET, THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS EAST FOR 260.0 FEET, THENCE NORTH 0 DEGREES 00 MINUTES 25 SECONDS WEST FOR 376.95 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

LOT 5, OF SANDY RIDGE INDUSTRIAL PARK, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 75 , PAGE 21, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 24 EAST.

CONTAINING 186,912 SQUARE FEET OR 4.290 ACRES MORE OR LESS.

(WEST PARCEL) DESCRIPTION: (PER COMMITMENT NUMBER 16-25-0367)

PARCEL 1:

A PORTION OF LOT 2, FARMING & TRUCKING LANDS OF W.F. HALLAM & CO'S LAKELAND HIGHLANDS FLORIDA, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 24 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE(S) 101A, OF THE PUBLIC RECORDS OF POLK, COUNTY FLORIDA.

ALSO BEING DESCRIBED AS

LOT 1, SANDY RIDGE INDUSTRIAL PARK, AN UNRECORDED SUBDIVISION LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 35, RUN THENCE NORTH 89°51'00" WEST ALONG THE NORTH LINE OF SAID SECTION 35 FOR 1168.94 FEET; THENCE SOUTH 00°01'42" EAST FOR 51.06 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 00°01'42" EAST FOR 376.96 FEET; THENCE SOUTH 89°51'00" EAST FOR 248.84 FEET; THENCE NORTH 00°07'25" WEST FOR 376.95 FEET; THENCE NORTH 89°51'00" WEST 273.98 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ROAD RIGHT-OF-WAY CONTAINED IN THAT CERTAIN POLK COUNTY TRANSPORTATION DIVISION/SURVEYING AND MAPPING SECTION MAINTAINED RIGHT-OF-WAY MAP FOR MAINE AVENUE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN RIGHT-OF-WAY MAP BOOK 22, PAGE 24, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS CREATED BY THAT CERTAIN CORRECTIVE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2118, PAGE 1576, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 2:

A PORTION OF LOT 2, FARMING & TRUCKING LANDS OF W.F. HALLAM & CO'S LAKELAND HIGHLANDS FLORIDA, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 24 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE(S) 101A, OF THE PUBLIC RECORDS OF POLK, COUNTY FLORIDA.

ALSO BEING DESCRIBED AS

LOT 6, SANDY RIDGE INDUSTRIAL PARK, AN UNRECORDED SUBDIVISION LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: BEING AT THE NORTHEAST CORNER OF SAID SECTION 35, RUN THENCE NORTH 89°51'00" WEST ALONG THE NORTH LINE OF SAID SECTION 35 FOR 1168.94 FEET; THENCE SOUTH 00°01'42" EAST FOR 428.00 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 00°01'42" EAST FOR 230.08 FEET TO A POINT OF CURVATURE TO THE LEFT, SAID CURVE BEING CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET; RUN THENCE SOUTHERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°49'18" AND AN ARC DISTANCE OF 39.19 FEET; THENCE SOUTH 89°51'00" EAST 248.82 FEET; THENCE NORTH 00°00'26" WEST FOR 255.00 FEET; THENCE SOUTH 89°51'00" WEST FOR 273.84 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS CREATED BY THAT CERTAIN QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2118, PAGE 1573, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

DESCRIPTION: (PROVIDED BY GEOPOINT)

A PORTION OF LOT 2, FARMING & TRUCKING LANDS OF W.F. HALLAM & CO'S LAKELAND HIGHLANDS FLORIDA, LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 24 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE(S) 101A, OF THE PUBLIC RECORDS OF POLK, COUNTY FLORIDA.

ALSO BEING DESCRIBED AS

LOT 6 AND A PORTION OF LOT 1, SANDY RIDGE INDUSTRIAL PARK, AN UNRECORDED SUBDIVISION LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 5, SANDY RIDGE INDUSTRIAL PARK, AS RECORDED IN PLAT BOOK 75, PAGE 21, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF SANDYWAY LANE AND EAST RIGHT OF WAY LINE OF PAVERS ROAD, OF SAID SANDY RIDGE INDUSTRIAL PARK, RUN THE FOLLOWING THREE (3) COURSES: 1) S.89°56'46"W., A DISTANCE OF 248.82 FEET; 2) THENCE NORTHWESTERLY, 39.19 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°49'18" (CHORD BEARING N.45°08'35"W., 35.30 FEET); 3) N.00°13'56"W., A DISTANCE OF 607.03 FEET; THENCE N.89°56'46"E., A DISTANCE OF 222.58 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MAINE AVENUE, AS RECORDED IN RIGHT-OF-WAY MAP BOOK 22, PAGE 24, OF SAID PUBLIC RECORDS; THENCE S.83°16'45"E., A DISTANCE OF 10.59 FEET; THENCE N.89°32'37"E., A DISTANCE OF 40.15 FEET; THENCE N.89°05'51"E., A DISTANCE OF 0.74 FEET; THENCE S.00°12'39"E., A DISTANCE OF 630.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.969 ACRES, MORE OR LESS.

SITE DATA TABLE

SITE ADDRESS:	4235 & 4245 MAINE AVE LAKELAND FL 33801		
PARCEL ID:	24-28-35-270500-000017 & 24-28-35-270501-000050 (EAST PARCEL) 24-28-35-270500-000022 & 24-28-35-270500-000023 (WEST PARCEL)		
PROPOSED USE:	REDEVELOPMENT OF STERICYCLE SITE WITH NEW BUILDING		
DEVELOPMENT AREA:	URBAN GROWTH AREA		
FUTURE LAND USE MAP DESIGNATION:	IND – INDUSTRIAL		
TOTAL LAND AREA:	±359,791 SF (±8.2597 AC)		
SITE DATA TOTALS	EXISTING	PROPOSED	MIN/MAX REQUIRED
BUILDING:	35,142 SF	56,860 SF	
PAVEMENT/CONC:	98,463 SF	150,519 SF	
IMPERVIOUS:	209,482 SF (58.22%)	207,379 SF (57.64%)	75% MAX
OPEN SPACE:	15,240 SF (8.15%)	152,412 SF (42.36%)	25% MIN
LOT AREA TOTAL:	359,791 SF	359,791 SF	
LOT WIDTH	622.63'	622.63'	
LOT DEPTH	631.95'	631.95'	
F.A.R.	.10	0.16	0.75 MAX
PARKING SPACES	39 SPACES	77 SPACES (INC 4 HDCP SPACES)	
BUILDING HEIGHT (E PARCEL)	35 FEET	37.5 FEET	N/A
BUILDING SETBACKS:			
FRONT (NORTH)	56.14'	54.10'	35 FT MIN
FRONT (SOUTH)	304.08'	66.54'	35 FT MIN
SIDE (EAST)	50.76'	87.39'	15 FT MIN
FRONT (WEST)	102.19'	102.19'	15 FT MIN

FLOOD ZONE:
PROJECT LIES WITHIN FLOOD ZONE X AS DELINEATED IN FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12105C0320G, INDEX DATED DECEMBER 22, 2016.

DESIGNED: SPC
DRAWN: MKC
CHECKED: SPC
Q.C.:

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PERMITTING
13825 ICOT BLVD., SUITE 605
Clearwater, Florida 33760
Phone: (727) 524-1818 Fax: (727) 524-6090
WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR:
ARCO MURRAY NATIONAL CONSTRUCTION COMPANY
3113 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515

SHEET DESCRIPTION:
STERICYCLE LAKELAND FACILITY REDEVELOPMENT
CONDITIONAL USE SITE PLAN

NO.	DATE	REVISIONS	APPD BY

SEAN P. CASHEN
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 42505

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SEAN P. CASHEN, ON THE DATE INDICATED HERE USING A SHA AUTHENTICATION CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THESE PLANS MAY NOT BE COPIED OR MODIFIED WITHOUT WRITTEN PERMISSION FROM GULF COAST CONSULTING, INC.

SEAN P. CASHEN, P.E. #42505
NOT VALID UNLESS SIGNED & EMBOSSED
BY A REGISTERED ENGINEER
GULF COAST CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION No. 9774

JOB NO.: 22-013.04
DATE: 12/04/25
SHT.: C1

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SITE DATA TABLE (EAST PARCEL)

SITE ADDRESS:	4245 MAINE AVE LAKELAND FL 33801		
PARCEL ID:	24-28-35-270500-000017 & 24-28-35-270501-000050		
PROPOSED USE:	REDEVELOPMENT OF STERICYCLE SITE WITH NEW BUILDING		
DEVELOPMENT AREA:	URBAN GROWTH AREA		
FUTURE LAND USE MAP DESIGNATION:	IND – INDUSTRIAL		
TOTAL LAND AREA:	±186,911 SF (±4.2909 AC)		
SITE DATA TOTALS	EXISTING	PROPOSED	MIN/MAX REQUIRED
BUILDING:	19,006 SF	40,724 SF	
PAVEMENT/CONC:	76,788 SF	123,383 SF	
IMPERVIOUS:	171,671 SF (91.85%) (ASPHALT & ASPHALT MILLINGS)	164,107 SF (87.80%)	75% MAX
OPEN SPACE:	15,240 SF (8.15%)	22,804 SF (12.20%)	25% MIN
LOT AREA TOTAL:	186,911 SF	186,911 SF	
LOT WIDTH	348.65'	348.65'	
LOT DEPTH	631.95'	631.95'	
F.A.R.	.10	0.22	0.75 MAX
PARKING SPACES	39 SPACES	54 SPACES (INC 2 HDCP SPACES)	
BUILDING HEIGHT	35 FEET	37.5 FEET	N/A
BUILDING SETBACKS:			
FRONT (NORTH)	56.86'	54.10'	35 FT MIN
FRONT (SOUTH)	304.08'	66.54'	35 FT MIN
SIDE (EAST)	50.76'	87.39'	15 FT MIN
SIDE (WEST)	87.68'	24.97	15 FT MIN

FLOOD ZONE:
PROJECT LIES WITHIN FLOOD ZONE X AS DELINEATED IN FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12105C0320G, INDEX DATED DECEMBER 22, 2016.

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SITE DATA TABLE (WEST PARCEL)

SITE ADDRESS:	4235 MAINE AVE LAKELAND FL 33801		
PARCEL ID:	24-28-35-270500-000022 & 24-28-35-270500-000023		
PROPOSED USE:	.		
DEVELOPMENT AREA:	URBAN GROWTH AREA		
FUTURE LAND USE MAP DESIGNATION:	IND – INDUSTRIAL		
TOTAL LAND AREA:	±172,880 SF (±3.9688 AC)		
SITE DATA TOTALS	EXISTING	PROPOSED	MIN/MAX REQUIRED
BUILDING:	16,136 SF	16,136 SF	
PAVEMENT/CONC:	21,675 SF	27,136 SF	
IMPERVIOUS:	37,811 SF (21.87%)	43,272 SF (25.03%)	75% MAX
OPEN SPACE:	135,069 SF (78.13%)	129,608 SF (74.97%)	25% MIN
LOT AREA TOTAL:	172,880 SF	172,880 SF	
LOT WIDTH	273.98'	273.98'	
LOT DEPTH	631.95'	631.95'	
F.A.R.	.09	0.09	0.75 MAX
PARKING SPACES	N/A	23 SPACES INC 2 ADA SPACES	
BUILDING HEIGHT	N/A	N/A	N/A
BUILDING SETBACKS:			
FRONT (WEST)	102.19'	102.19'	35 FT MIN
FRONT (NORTH)	56.14'	56.14'	35 FT MIN
FRONT (SOUTH)	413.76'	413.76'	15 FT MIN
SIDE (EAST)	46.77'	46.77'	15 FT MIN

FLOOD ZONE:
PROJECT LIES WITHIN FLOOD ZONE X AS DELINEATED IN FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12105C0320G, INDEX DATED DECEMBER 22, 2016.

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ORDINANCE NO. 2014 - 014

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY , FLORIDA, ESTABLISHING THE POLK COUNTY SOLID WASTE MANAGEMENT FACILITY SITING AND OPERATION ORDINANCE; MAKING FINDINGS; PROVIDING A SHORT TITLE; PROVIDING DEFINITIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR NONCONFORMING FACILITIES; SETTING FORTH JURISDICTION AND APPLICABILITY; PROVIDING FOR APPLICATION REQUIREMENTS; PROVIDING FOR STANDARDS; PROVIDING FOR APPROVAL PROCESS; PROVIDING FOR OPERATING LICENSE AND FEE; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Polk County, Florida is located in the center of the Florida peninsula, about equal distance from the east and west coast, and half way between the Georgia-Florida border and the Southern tip of the peninsula, with an estimated 7.5 million people residing within a 100 mile radius of Polk County; and

WHEREAS, Polk County is larger than the state of Rhode Island and approximately equal in size to the state of Delaware with a total of approximately 2,010 square miles which makes it the fourth largest county in Florida, exceeded only by Dade, Palm Beach, and Collier counties; and

WHEREAS, Polk County's contains 17 municipalities; including, Lakeland , Winter Haven; Auburndale, Bartow, Davenport, Dundee, Eagle Lake, Fort Meade, Frostproof, Haines City, Highland Park, Hillcrest Heights, Lake Alfred , Lake Hamilton , Lake Wales, Mulberry, and Polk City; and

WHEREAS, due to the unique characteristics of Polk County, the Board of County Commissioners recognized the need to consider the appropriate regulation of solid waste management facilities for new, modified or expanded solid waste management facilities in Polk County and enacted a moratorium in Ordinance No. 2013-006 to provide time to evaluate and, if necessary , modify its ordinances and regulations concerning the siting, modification , expansion , and operation of solid waste management facilities; and

WHEREAS, the Board of County Commissioners of Polk County, Florida engaged outside professionals to undertake a complete and thorough evaluation and study of the Comprehensive Plan, Land Development Regulations, and other regulations for solid waste management facilities and who have recommended new regulations contained in part in this Ordinance; and

WHEREAS, the Board of County Commissioners of Polk County, Florida finds and declares that this Ordinance is necessary to protect the health, safety and welfare of the residents of Polk County and advances significant and important public interests by providing additional regulatory review for newly proposed solid waste management facilities, and proposed modifications or expansions to existing solid waste management facilities, by providing for a local needs assessment and additional compatibility and impact analysis; and

WHEREAS, this Ordinance was adopted consistent with the requirements of section 125.66, Florida Statutes.

Section 1. - Findings.

The findings set forth above are true and correct and incorporated into this Ordinance by reference.

Section 2. - Short Title.

This article shall be known as the Polk County Solid Waste Management Facility Siting and Operation Ordinance.

Section 3.- Definitions.

For the purposes of this Ordinance, the following words and terms shall have the meaning ascribed thereto:

Board shall mean the Board of County Commissioners of Polk County, Florida.

Commercial waste shall mean all types of solid waste generated by commercial enterprises, including stores, offices, restaurants, warehouses, and other nonmanufacturing activities.

Compatibility shall mean a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

Compatibility or impact analysis shall mean a study to determine the potential direct or indirect effects of a proposed facility on the surrounding area. Such study must be conducted by a person with appropriate qualifications and experience, which may include outside professionals. Such study shall be valid for a period of three years after its date of submittal unless extended by action of the Board upon a finding that applicable conditions remain unchanged.

Construction and demolition debris shall mean materials generally considered to be not water soluble and nonhazardous in nature, including, without limitation , steel, glass, brick, concrete , asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project, and including rock, soils, tree remains, trees, and other vegetative matter which

normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construct ion or demolition project site.

Development order shall mean an order of the county approved by the Board, after due notice, and a public hearing setting forth the terms and conditions under which the solid waste management facility may be constructed and operated.

FDEP shall mean the Florida Department of Environmental Protection or its successor agency.

Haul route shall mean those roads upon which the material will be transported to or from the site.

Incinerator shall mean a facility, or any part thereof, designed or intended solely for the volume reduction of solid waste, hazardous waste, bio hazardous waste, or biological waste by incineration.

Industrial waste shall mean solid waste generated by manufacturing or industrial processes that is not a hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals ; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products ; textile manufacturing; transportation equipment; and water treatment.

Lake shall mean a natural body of standing water occupying a natural basin.

Landfills shall mean any solid waste land disposal area for which a permit, other than a general permit, is now or hereafter required by Chapter 403 , Florida Statutes or Chapter 62, Florida Administrative Code, and which receives solid waste for disposal in or upon land. The term does not include a land-spreading site, an injection well, or a surface impoundment.

Materials recovery facility shall mean a solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for re-use, repurposing, use as a fuel or soil amendment, or any combination of such materials.

Minimum distance shall mean the proximity of uses shall be measured by drawing a straight line between the closest property line of the proposed solid waste management facility to the nearest point on the property line or boundary of the impacted use or designated area.

Modification or expansion shall mean any change to an existing solid waste management facility or its development order which would:

(1) Be considered a major modification pursuant to the Polk County Land Development Code;

(2) Increase a nonconformity;

(3) Reasonably be expected to lead to a substantially different environmental or compatibility impact;

(4) Require an amendment of a development order; or

(5) Expand the area of operation , vertically or horizontally , beyond that which was legally permitted by the county as of the effective date of this Ordinance.

Permit shall mean the written authority issued by Polk County authorizing the operation of a facility subject to the provisions of this ordinance.

Person shall mean individuals, firms, partnerships, corporations, associations, organizations , trusts, companies, governmental agencies, or any other legal entity.

Residential waste shall mean any solid waste, including garbage, and trash, derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.

Site shall mean any tract, lot or parcel of land or combination of tracts, lots, or parcels of land which are included in a proposal for a solid waste management facility.

Solid waste shall mean commercial waste , industrial waste, residential waste , construction and demolition debris, Class III waste as defined by the Florida Administrative Code or sludge that is not regulated under the federal Clean Water Act or Clean Air Act , as well as sludge from a waste treatment works , water supply treatment plant, or air pollution control facility or garbage, rubbish, refuse, special waste , or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, or governmental operations . This term does not include phosphogypsum.

Solid waste disposal facility shall mean any solid waste management facility which is the final resting place for solid waste, including landfills and incinerators that produce ash from the process of incinerating solid waste.

Solid waste management facility shall mean any solid waste disposal facility, solid waste transfer station, materials recovery facility, volume reduction facility, other facility, or combination thereof , the purpose of which is resource recovery or the disposal, recycling, processing, or storage of solid waste, but shall not include salvage yards and salvage facilities which process concrete into aggregate materials and/or stores

processed aggregate materials derived from concrete in other than a fully enclosed structure for both processing and storage .

Solid waste transfer station shall mean a facility where solid waste is unloaded from collection vehicles and is reloaded onto larger transport vehicles for shipment to other solid waste management facilities.

Solid waste management facility siting permit shall mean the site approval granted under this Ordinance.

Solid waste management facility operating permit shall mean operating approval granted under this Ordinance.

Surety shall mean a bond, irrevocable letter of credit, or any other form of surety acceptable to the county attorney and the Board.

Volume reduction facility shall mean a facility using incinerators, pulverizers, compactors, shredding , demanufacturing, and baling plants, and other plants that accept and process solid waste for recycling and disposal.

Section 4. - Exemptions.

The following activities are exempt from the requirements of this Ordinance:

(1) Open burning of land clearing debris as permitted by the Florida Department of Agriculture and Consumer Services' Division of Forestry, provided that all of the material to be burned originates on-site and burning is on a temporary basis;

(2) Prescribed fire undertaken as part of a land management plan for wildlife management practices, improvement of forage for range, and other , commonly accepted land management purposes;

(3) Crematoria as permitted by FDEP;

(4) The disposal of nonputrescible solid waste material for grade improvement done in conjunction with a building permit, and the storage of nonputrescible fill materials for future use;

(5) The processing, management and disposal of solid wastes generated as a result of a major storm, tornados or other natural or manmade disasters when undertaken by, under the supervision of, or at the direction of a local, state or federal agency; and

(6) Management of solid waste or by-products ancillary to agricultural operations and phosphate mining.

(7) Salvage yards or salvage facilities which process concrete into aggregate materials and/or store processed aggregate materials derived from concrete in other than a fully enclosed structure for both processing and storage.

Section 5. - Nonconforming Facilities.

Solid waste management facilities with a valid level 3 or level 4 review approval issued under the Polk County Land Development Code as of the effective date of this Ordinance may continue to develop the project and operate in accordance with the approval in place as of the effective date of this Ordinance. Such facilities shall not be subject to the provisions of sections 7 through 11, below; provided, however, such facilities shall not be modified or expanded without receiving approvals for the facility modification or expansion required by the Polk County Comprehensive Plan, Land Development Code and this Ordinance thereby becoming subject to sections 7 through 11 below, except for the minimum distance requirements in Section 8(3), which shall not apply to the modification or expansion of an existing facility with a valid Level 3 or Level 4 Review approval as of the effective date of this ordinance.

Section 6. - Jurisdiction and Applicability.

Except as set forth in Section 4 and Section 5, the requirements of this Ordinance shall apply to new solid waste management facilities, and to modifications or expansions of existing solid waste management facilities. Prior to the development, modification, or expansion of a solid waste management facility hereunder, a solid waste facility siting permit must be obtained pursuant to the procedures and standards provided herein. The issuance of a solid waste facility siting permit by the county hereunder, does not relieve the applicant from, and is in addition to the requirements of any other applicable local, state , or federal rules, regulations, permits, or approvals.

Section 7. - Application Requirements.

All applications for new solid waste management facilities or modifications or expansions of existing facilities must contain the basic materials and information required for approval under the requirements of the Polk County Land Development Code, including without limitation the information required in Polk County Land Development Code Section 906D.2.

The application for the solid waste management facility siting permit shall be submitted simultaneous with any related Polk County Comprehensive Plan and Land development Regulation applications for the proposed development.

Written and oral representations made by the applicant in the application, during the course of the approval process, or otherwise, are binding and may be memorialized in the final conditions of approval by the Board. In addition thereto, the following information and analysis is required to be submitted as part of the application for a solid waste management facility siting permit:

(1) *Needs analysis.* An analysis of the local need in Polk County for the proposed solid waste management facility, or modification or expansion to an existing solid waste management facility. Such analysis shall include market surveys, letters of commitment and contracts, and other documentation establishing the quantity of solid waste generated and the need in Polk County for additional solid waste management facility capacity to dispose of such waste.

(2) *Land use compatibility analysis.* An analysis of the effect(s) which the proposed solid waste management facility will have on land uses and conditions in relative proximity to the proposed site. Such analysis shall specifically state whether the impacts of the proposed facility is likely to diminish the value of properties, or materially diminish the quality of life of the residents, within one-half mile of the proposed facility, or whether the proposed facility will preclude or diminish the uses of adjacent properties in existence at the time of application. The analysis shall also include the expected levels of odor, dust, gas emissions , air pollution, leachate , storm water runoff, vectors and vermin, and proposed mitigation and abatement plans thereof.

(3) *Traffic impact analysis.* This analysis shall include a traffic study and address the trip generation of the proposed facility; ingress, egress , and access control to the site; and will address the impact(s) of the proposed facility on the transportation system which will support the proposed facility, including anticipated increases in road maintenance requirements, impacts to the levels of service of affected roadways; and the estimated public cost of maintaining the area's transportation system.

(4) *Public facilities impact analysis.* An analysis of the impact(s) of the proposed facility on schools, parks, conservation areas, hospitals, potable water supplies, aquatic preserves , and other natural water bodies within 1 mile of the proposed site.

(5) Environmental impact analysis. The environmental analysis shall review the impact of the proposed facility on endangered or threatened species which occur on or utilize the subject property; air quality within one and five-tenths (1.5) miles from the site, noting direction of the prevailing wind ; wildlife habitat and native vegetative communities on the site; surface and groundwater quality within one-half of a mile from the site (the analysis must include a graphic illustration of any Class I surface waters as defined by the FDEP which occur within three thousand (3,000) feet of the edge of the subject property); and noting any areas within the subject property which occur within the 100-year flood zone.

(6) *Facility operations plan.* This plan shall address the type of solid waste management facility proposed, its method of operation, and other pertinent information. The plan shall include detailed drawings and specifications for the facility. The narrative shall describe the method of operation of the facility; the construction schedule; hours of operation ; haul routes to be utilized identifying the roads which will be used to haul the waste to the facility; qualifications of operators, including a statement relative to any state or federal employee certifications necessary ; sources of materials to be disposed; limitations on types of waste that may be disposed; volume of waste to be received,

expressed in cubic yards per day or tons per day; special waste areas; method of management of byproducts of any proposed waste processing; and emissions controls, including gas, leachate, and surface run-off. Narratives submitted as part of landfill applications shall include the sequence of filling and areas to be landfilled.

(7) *Principal and accessory uses.* A detailed , binding description of the proposed principal use for the facility, as defined in the Polk County Land Development Code, and a detailed, binding description of all accessory uses to the principal use, as defined in the Polk County Land Development Code. Written and oral representations of the applicant to Polk County staff or the Board regarding identification of principal and accessory uses shall be binding on the applicant and incorporated into the permit by reference.

Section 8. - Standards.

The following standards shall be applied to all solid waste management facilities subject to this Ordinance:

(1) *Buffering.* At a minimum, all such facilities shall provide a buffer zone consistent with the requirements of the Polk County Land Development Code. The applicant shall propose an appropriate buffer, landscape type and planting requirements as part of the application submitted to the Board for approval. Additional buffering may be recommended at any stage of the application review process, or by the Board if it deems necessary to meet the intent of this Ordinance; including, without limitation, an increased landscaped buffer zone, spatial separations, lakes , berms or a combination thereof as the Board shall determine.

(2) *Performance standards.* All such facilities shall comply with applicable performance standards specified in the Polk County Land Development Code.

(3) *Minimum distance requirements.* No new facility shall be constructed in closer proximity to specified land uses or designated areas than the minimum distances as follows:

A. Within one-half mile of lands which are, at the time of initial application, in residential use at a density in excess of two (2) units per acre;

B. Within one-half mile of any school or hospital;

C. Within 200 feet of any body of water (except canals used to lower on-site water tables, borrow pits and other bodies of water contained completely within the site); and

D. Within 1500 feet of any wellhead supplying a public water system of a public or private utility company.

(4) *Excluded areas.* No such facility shall be constructed in any Selected Area Plan (SAP) district identified in the Polk County Land Development Code, unless the SAP district identifies solid waste management facilities as a permitted or conditional use in the district.

(5) *Setbacks.* Placement of structures and operating areas shall at a minimum conform to applicable setbacks provided in the Polk County Land Development Code. Additional setbacks may be required by the Board if it deems necessary to meet the intent of this Ordinance.

(6) *Other standards.* All such facilities must be located within 5 miles of a full-service fire station. The provision of on-site fire/rescue capability acceptable to the county fire marshal may exempt a proposed facility from this requirement.

(7) *Financial Responsibility.* The owner and the operator, as a prerequisite to the operation of a solid waste management facility in Polk County, shall be bonded or insured to guarantee the financial responsibility of both the owner and operator for any liability which may be incurred in the operation of the facility and to provide that, upon closure, abandonment , or interruption of operation of the facility for any reason, all appropriate measures are taken to prevent or remediate damage to human health, safety, and welfare; the environment; and private and public property. To the extent that these financial responsibilities are addressed through the state and federal permitting requirements, the applicable portion of the financial responsibility requirement may be satisfied through the financial requirements of the state and federal programs; however, in granting approval to a facility pursuant to this Ordinance, the Board may require additional, reasonable bonding or environmental impairment insurance as deemed necessary to protect the public health, safety, and welfare.

Cash, surety bonds, environmental impairment insurance, or casualty insurance, or a combination thereof, acceptable to the Board, may be used to satisfy the financial responsibility requirement. Any bond or insurance obtained to satisfy this requirement shall be maintained in the amount established by the Board, with Polk County listed as an additional insured, and shall be maintained until the Board determines that the owner and operator have satisfactorily closed the facility, any contamination has been remediated to the point that FDEP requires no further action and until the Board authorizes cancellation, modification, or liquidation of the bond or insurance.

(8) Construction and commencement of operation of any facilities approved pursuant to this Ordinance shall be begin within 5 years , unless an alternative time period is approved by the Board, which in no case shall exceed 7 years from the date of approval.

(9) A solid waste management facility shall be approved only when the Board is satisfied that the proposed facility is appropriately sited and necessary as determined through review of the factors, standards, requirements, and analysis contained in this Ordinance.

(10) The Board may attach such reasonable conditions as it deems necessary to protect the public health, safety and welfare and further the purposes of this Ordinance, the Comprehensive Plan, and the Land Development Code.

Section 9. - Approval Process.

Applications for solid waste management facility siting permits shall be filed with the County's Planning and Development division and shall be accompanied by the applicable fee to be established by resolution of the Board. Application fees shall be based on the estimated cost of providing an effective review to assure compliance with this Ordinance. The Board may approve, approve with conditions, or deny any permit application filed pursuant to this Ordinance. The steps involved in the approval process are as follows:

(1) A pre-application meeting is optional, but recommended.

(2) Applicant submits an application for a solid waste management facility siting permit consistent with this Ordinance.

(3) The Land Development Director shall send a copy of the application to each member of the Development Review Committee and shall place the application on the agenda of the next committee meeting that allows for 15 working days for review. The application for a solid waste management facility siting permit shall be processed concurrently with any related Polk County Comprehensive Plan and Land Development Regulation applications for development approval filed by the applicant.

(4) Each committee member shall submit written comments as to the proposed development's compatibility with land uses and conditions in relative proximity to the proposal, the probable effect on the public facilities and services and whether the proposal is in compliance with the Comprehensive Plan, Land Development Code and this Ordinance. Development Review Committee members shall provide proposed written conditions of approval for the Board's consideration to memorialize representations made by the applicant, attempt to mitigate the impacts of development and address compatibility concerns. In the event the development area contained within the application for a solid waste management facility siting permit exceeds ten acres in size, the Land Development Director may engage third party professionals to assist the Land Development Director in reviewing the application for a solid waste management facility siting permit for consistency with the Comprehensive Plan, Land Development Code and this Ordinance. The fee for such review shall be the obligation of the applicant and the methodology for assessing the fee shall be established by resolution of the Board.

(5) The Land Development Director shall prepare a written report, propose conditions of approval, and provide a recommendation that the application be approved, approved with conditions, or denied for both the Planning Commission's public hearing and the Board's public hearing. The Land Development Director shall incorporate the

recommendations of the Development Review Committee, the third party professionals (if applicable) and the Planning Commission. The Land Development Director shall provide proposed written conditions of approval proposed by the Development Review Committee, the Planning Commission, and the third party professionals, for the Board's consideration to memorialize representations made by the applicant, attempt to address the impacts of development and address compatibility concerns.

(6) The Land Development Director shall schedule a public hearing before the Board on the application, and notice shall be provided as set forth the Polk County Land Development Code.

(7) The Board, in the review of the development application shall consider the following:

A. Whether there is a local need in Polk County for a new solid waste management facility, or for the modification or expansion of an existing solid waste management facility;

B. The written report of the Land Development Director containing the recommendations of the Development Review Committee, the third party professional (if applicable), and the recommendation of the Planning Commission;

C. The evidence and testimony presented during the hearing;

D. Whether the proposed development is consistent with all relevant requirements of the Comprehensive Plan, Land Development Code and this Ordinance;

E. Whether the proposed use is compatible with land uses and conditions in relative proximity to the proposal and the general character of the area, including such factors as density, height, bulk, scale, scope, intensity, traffic, odor, setbacks, topography , and noise appearance;

F. The factors listed in Section 907D.9 and 907D.10 of the Land Development Code; and

G. Any other matter which the Board may deem appropriate and relevant to the specific development proposal.

(8) The Board may prescribe appropriate conditions of approval and safeguards in conformity with the intent and provisions of this Ordinance, including the following:

A. Limit the manner and extent to which an activity is conducted to minimize such environmental effects as noise, vibration, air pollution, glare, and odor;

B. Limit the height, size, or location of a building, drainage facility, storage area, disposal area or other improvements, fixtures , features (including signs) , or other on-site uses to attempt to minimize incompatibilities between a proposed development and land uses and conditions in relative proximity to the proposal;

C. Designate the size, number and location of vehicle access points to minimize hazards for vehicular or bicycle/pedestrian traffic and to minimize congestion on public roads;

D. Limit the location and intensity of outdoor lighting, including sign lighting, or require its shielding to protect adjacent or nearby properties and public roadways from glare;

E. Require modified or increased berming, screening , separations , setbacks, or landscaping to lessen visual and sound impacts which may adversely affect adjacent or nearby property;

F. Memorialize representations made by the applicant; and

G. Specify other conditions in conformity with the intent and purpose of the Comprehensive Plan, Land Development Code and this Ordinance.

(9) The Board shall render a final decision to approve, approve with conditions, or deny the development application.

Section 10. - Operating License and Fee.

(1) In addition to any other fee, license, or permit, the Board shall require an annual operating license to assure compliance with this Ordinance and the solid waste management facility siting permit. An annual operating license fee based on the estimated cost of providing an effective inspection program shall be established by subsequent resolution of the Board. No facility subject to this Ordinance shall operate without a current operating license. The fee hereunder will be due and payable on or before January 1st of each year. The license fee shall be accompanied by a certification from an appropriate professional (PE or PG) that the facility is currently operating in accordance with all applicable federal , state, and local laws, rules, regulations, and permits.

(2) No license issued under this section shall be transferable without the approval of the Board. The Board shall not unreasonably withhold approval but may

impose other or different financial responsibility requirements. A transfer not authorized by the Board shall constitute grounds for revocation of an operating license.

Section 11. - Enforcement and Penalties.

(1) The Polk County Building and Codes shall, no less than once per year, inspect all facilities subject to this Ordinance within unincorporated Polk County for compliance with the provisions contained herein. Such inspections will, at a minimum, verify that required landscape buffers are being maintained, and that all materials found at the subject facility are allowed under the conditions of the permits and approvals issued for the facility. Inspections pursuant to this Ordinance shall be conducted without prior notice to the facilities' operators during regular business hours.

(2) Representatives of the Polk County Building and Codes Division or Sheriff's Department shall, upon identification, be admitted to the premises during regular business hours to conduct inspections and shall be given full and immediate access to the premises and all records required by this Ordinance. Failure to admit a county official onto a facility shall constitute a violation of these regulations.

(3) If, at any time during the operational life of the facility, it is determined that the facility is being operated in violation of the conditions of the permits, licenses or approvals which pose an immediate threat to the health, safety or welfare of the general public or surrounding properties, the Building & Codes division may issue a stop work order which shall remain in force and effect until the facility is brought into compliance with such conditions and damage to surrounding properties, if any, is remedied. For purposes of enforcement , each violation shall be considered a separate offense.

SECTION 12. SEVERABILITY. It is declared to be the intent of the Board that if any section, subsection, sentence, clause or provision of this Ordinance be held invalid by a court of competent jurisdiction, it shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 13. EFFECTIVE DATE. This Ordinance shall be effective upon filing with the Florida Department of State. Immediately upon passage, the Clerk is directed to so file this Ordinance.

PASSED AND DULY ADOPTED this 18th day of March, 2014.

BOARD OF COUNTY COMMISS IONERS
OF POLK COUNTY, FLORIDA

By: _____
R. TODD DANTZLER, Chairman

ATTEST:

_____
Stacy M. Butterfield, Ex Officio
Clerk to the Board

APPROVED AS TO FORM AND LEGALITY:

_____
Michael Craig, Esq.
County Attorney

STATE OF FLORIDA)
)
COUNTY OF POLK)

I Stacy M. Butterfield, County Clerk and Comptroller for Polk County, Florida, hereby certify that the foregoing is a true and correct copy of Ordinance No.14-014 adopted by the Board on March 18th, 2014.

WITNESS my hand and official seal on this 20th day of March, 2014.

STACY M. BUTTERFIELD, CLERK

By: Alison Prevatt
Alison Prevatt
Deputy Clerk

FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

March 20, 2014

Ms. Alison Prevatt
Deputy Clerk
Finance and Accounting
Post Office Box 988
Bartow, Florida 33831-0988

Dear Ms. Prevatt:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Polk County Ordinance No. 2014-014, which was filed in this office on March 20, 2014.

Sincerely,

Liz Cloud
Program Administrator

LC/elr

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270 • Facsimile: (850) 488-9879
www.dos.state.fl.us

Pursuant to Resolution No. 2022-089, the following individuals are requested to be recognized as experts for land use cases presented under expedited hearing procedures:

- Benjamin A. Dunn, CPM – Director, Office of Planning and Development
- Benjamin J. Ziskal, AICP, CEcD – Director, Land Development Division
- Chanda Bennett, AICP, CPM – Comprehensive Planning Administrator
- Erik Peterson, AICP – Planning Administrator
- Mark Bennett, AICP, FRA-RA, CNU-A - Senior Planner
- Ian Nance – Senior Planner
- Robert Bolton – Planner III
- Johnathan Sims – Planner II
- Aleya Inglima - Planner II
- Andrew Grohowski - Planner II
- Kyle Rogus - Planner I

Ivan (Ian) A. Nance

(863) 534-7621
ivannance@polk-county.net

Skills Summary

- Outgoing, creative, and independent individual with excellent communication, time management, networking, budgeting, and writing skills.

- Strong computer skills including familiarity with Microsoft Office, Outlook, PowerPoint, Adobe Reader, and social media programs.

- Ability to use a variety of sources to conduct qualitative and quantitative research and present findings in a clear, concise format.

Employment History & Accomplishments

Polk County Board of County Commissioners (BoCC) **December 2017 – Present**

Principal Planner – Land Development

- Planning Commission Coordinator
    - Assign Planning Commission and BoCC cases to Land Development planners and track progress.
    - Write and present amendments and ordinances to Polk County's Land Development Code (LDC) and Comprehensive Plan.
    - Conduct analysis of development applications and write staff reports to support the findings.
    - Create slideshows and present cases before BoCC, Planning Commission, and Land Use Hearing Officer.
- Development Review Committee (DRC) Chair
    - Review Pre-Application Requests and provide written response.
    - Serve as liaison for Planning during face-to-face DRC meetings and follow-up with citizens as necessary.
- Site Plan Review
    - Review engineered site plans for compliance with the Comprehensive Plan and LDC.
    - Conduct research for non-conforming use determinations and land use verification letters.

Freelance Writer **February 2012 – Present**

- Published in the *Lakeland Ledger, Orlando Sentinel*, *Florida Game & Fish*, *Lakelander*, *Florida Sportsman*, and *Petersen's Hunting*.

ADEPT Community Services **February 2010 – December 2017**

Support Coordinator/Team Leader

- Coordinated service providers for developmentally disabled Medicaid Waiver Consumers. Created service budgets, request, and justify services through written Support Plans, and maintain consumer files. Serve as advocate for consumers.

- Supervised 4-5 other coordinators. Worked closely with Supervisor on Quality Assurance, Billing, and Human Resources objectives. Visited with consumers and their families to discuss goals and issues with service.

Polk County School Board **October 2008 – February 2010**

Substitute Teacher

Supplemental Instructional Services, Inc **July 2007 - July 2008**
District Coordinator

- Launched company's program in Polk County. Recruited, interviewed, trained, and managed a team of 12 tutors over 8 elementary schools.
- Marketed company and enrolled families at provider fairs.
- Wrote Service-Learning Plans as a contract between parents, company, and School Board for establishing academic goals and benchmarks for achievement.
- Created and delivered monthly invoices to Polk County School Board for company's service and maintained legal documents including leasing information, progress reports, and attendance information.

Polk County School Board **January 2004 - April 2006**
Substitute Teacher

Mulberry Corporation **May - August 1999, 1998**
Administrative Assistant

Education

Master's Degree in Public Administration, 2006
University of Central Florida
Orlando, FL

B.A. Degree in Political Science, 2003
University of Florida
Gainesville, FL

BOARD OF COUNTY COMMISSIONERS, POLK COUNTY FLORIDA

FINAL ORDER

(Level 4 reviews)

Case Number: LDCU-2025-21 (Stericycle Reconstruction)

Applicant: Stericycle, Inc.

Property Owner: Stericycle, Inc.; KBGreen & Associates

Hearing Date: January 20, 2026

I. Request:

The Applicant is requesting the approval of a Conditional Use request for an expansion of a non-conforming Solid Waste Management Facility (SWMF) to include a new operations building and additional parcels. This application also includes a request for a permit in accordance with the SWMF Siting and Operation Ordinance No. 2014-14.(the "Application").

II. Planning Commission Recommendation:

On January 7, 2026, the Planning Commission held a public hearing on the Application and voted 7-0 to recommend approval of the Application.

III. Findings:

The Board hereby adopts and incorporates herein the DRC staff report and makes the following findings based upon the staff report and other record evidence presented during the hearing:

1. Pursuant to section 907D.10 of the Polk County Land Development Code, the Board shall, in the review of the Application, consider the following factors:
    a. Whether the proposed development is consistent with all relevant requirements of this Code;
    b. Whether the proposed development is consistent with all applicable policies of the Comprehensive Plan;
    c. Whether the proposed use is compatible with surrounding uses and the general character of the area, including such factors as density, height, bulk, scale, intensity, traffic, noise, and appearance; and
    d. Any other matter which the BoCC may deem appropriate and relevant to the specific development proposal.

2. The Application is consistent with all relevant requirements of the LDC, including without limitation, sections 120, 303, 907, and the Polk County Solid Waste Management Facility Siting and Operation Ordinance Section 8, standards 1, 2, 4-10..

3. The Application is consistent with all applicable policies of the Comprehensive Plan.

4. The Application is compatible with surrounding uses and the general character of the area.

IV. Incorporation of Record

The record is hereby incorporated by reference into this order and is on file with the County Clerk. The record consists of the following: the Application, Impact Assessment Statement, the DRC staff report, staff's PowerPoint presentation, the Planning Commission's recommendation, and all testimony and evidence presented at the hearing.

V. Board's Decision:

Based upon the record and the foregoing findings, the Application is APPROVED, subject to the conditions, if any, set forth in the staff report. This decision becomes final on the date rendered to the Clerk.

DONE AND ORDERED in Bartow, Polk County, Florida, in regular session this 20th day of January 20, **2026**, by the Polk County Board of County Commissioners.

Polk County Board of County Commissioners	**ATTEST: Stacy M. Butterfield, Clerk and Auditor to the Board**
By: _____ Chairman	By: _____ Deputy Clerk

Date rendered to the Clerk: _____

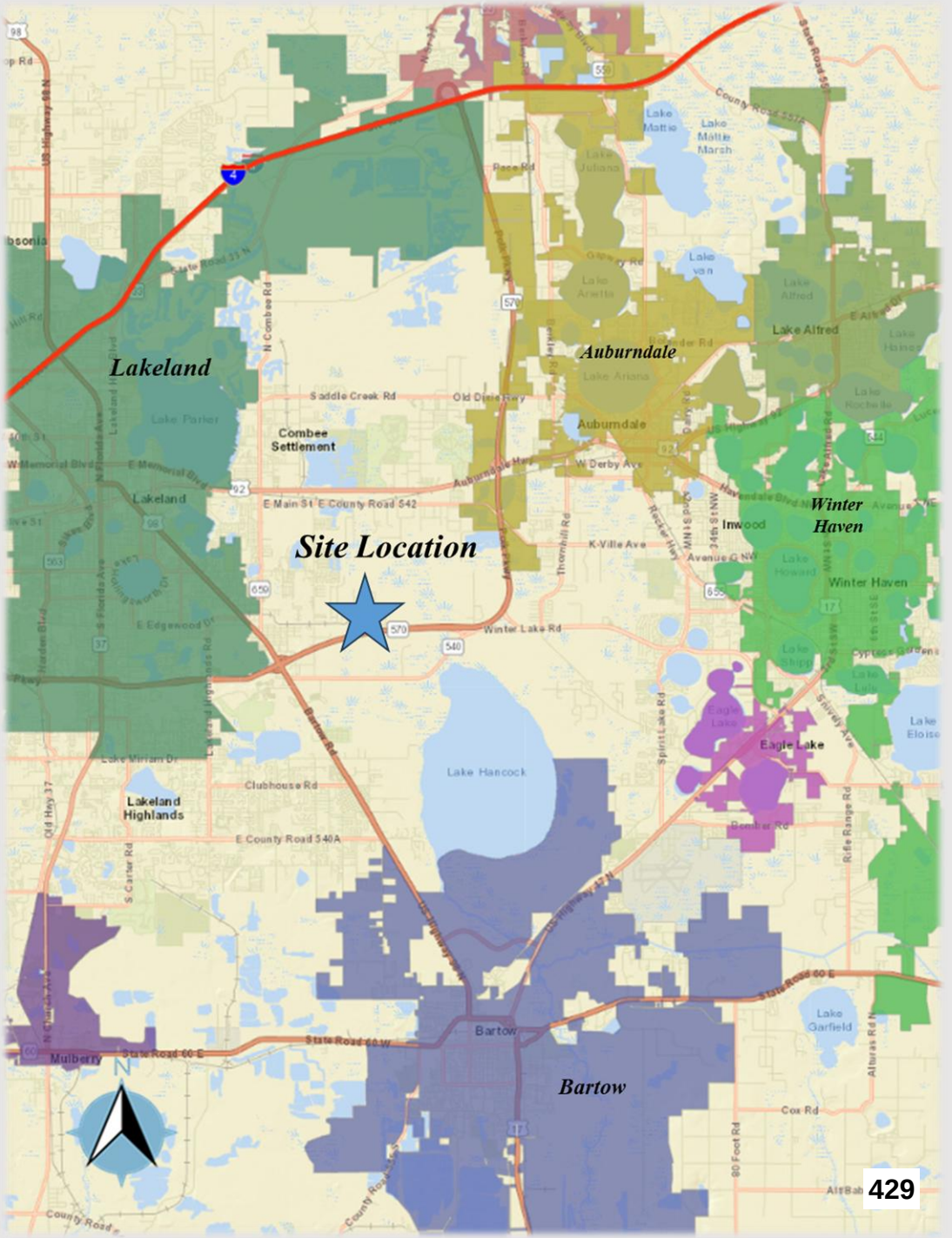
Exhibits to Board's Order
Exhibit A-Staff Report and Exhibits

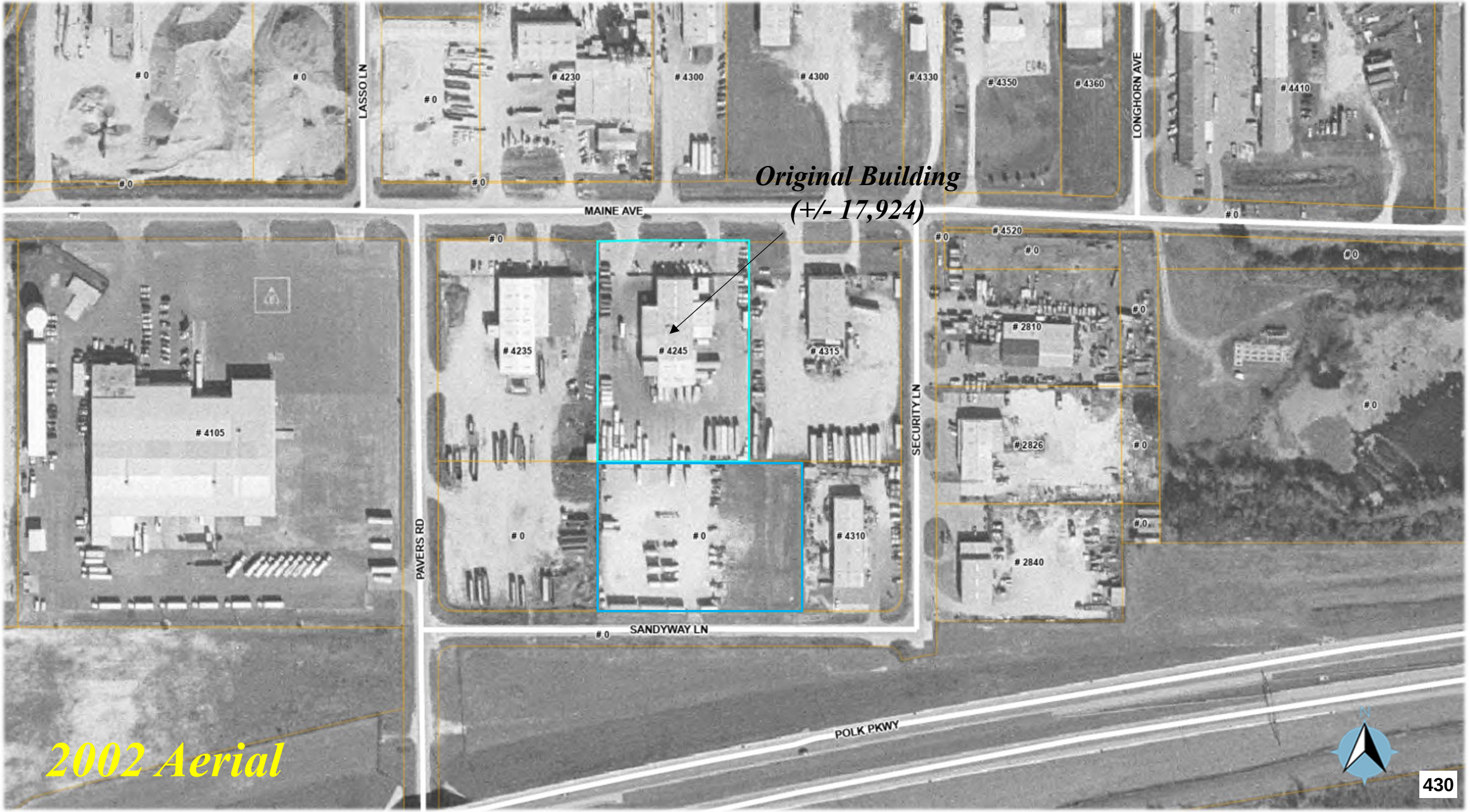
LDCU-2025-21
Stericycle Expansion of Non-Conforming SWMF

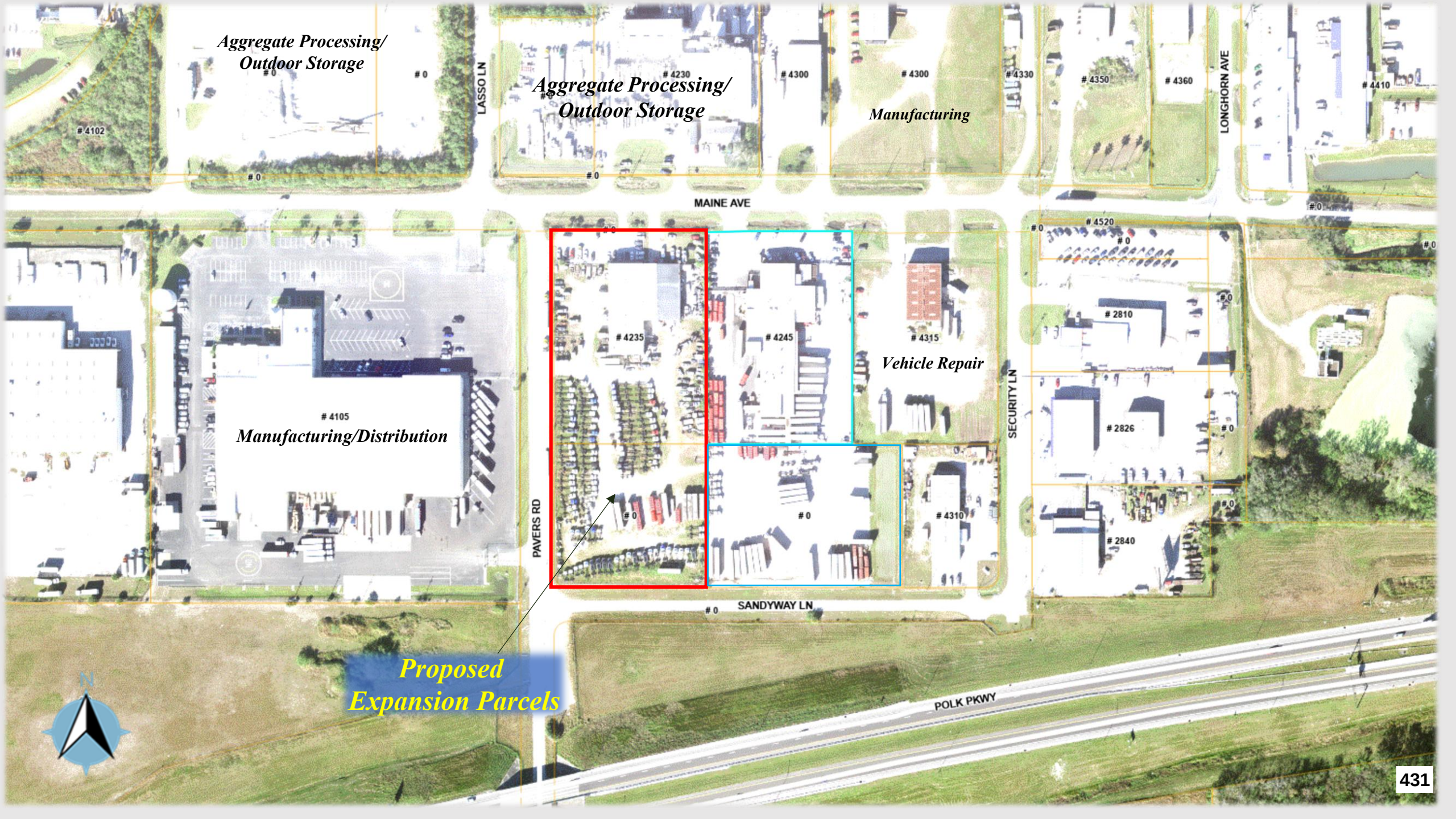
Conditional Use request for an expansion of a non-conforming Solid Waste Management Facility (SWMF) to include a new operations building and additional parcels. This application also includes a request for a permit in accordance with the SWMF Siting and Operation Ordinance No. 2014-14.

BoCC Date	January 20, 2026
FLUM	Industrial (IND)
DRC	**Recommends Approval**

- ***Stericycle has been onsite since 1999 as a processor of Regulated Medical Waste and approved through prior zoning ordinance.***
- ***Request includes a new processing facility (38,000 sq. ft.), transportation office (6,200 sq. ft.), and two new parcels for vehicle parking and stormwater improvements.***
- ***Expansion is to modernize site and improve efficiency.***
- ***Non-conformity is that SWMFs are to be sited in Institutional-2 (INST-2) Future Land Use District.***
- ***Application is consistent with the Comprehensive Plan, LDC, and Polk County Solid Waste Management Facility Siting and Operation Ordinance.***
- ***Site Plan demonstrates Compatibility with Surrounding Uses.***




Original Building
(+/- 17,924)
LASSO LN
MAINE AVE
LONGHORN AVE
PAVERS RD
SECURITY LN
SANDYWAY LN
POLK PKWY
4105
4230
4235
4245
4300
4310
4315
4330
4350
4360
4410
4520
2810
2826
2840
0
2002 Aerial
N
430


Aggregate Processing/
Outdoor Storage
Aggregate Processing/
Outdoor Storage
Manufacturing
Manufacturing/Distribution
Vehicle Repair
Proposed
Expansion Parcels
LASSO LN
MAINE AVE
PAVERS RD
SANDYWAY LN
SECURITY LN
LONGHORN AVE
POLK PKWY
4102
4105
4230
4235
4245
4300
4300
4310
4315
4330
4350
4360
4410
4520
2810
2826
2840
N

Solid Waste Management Facilities

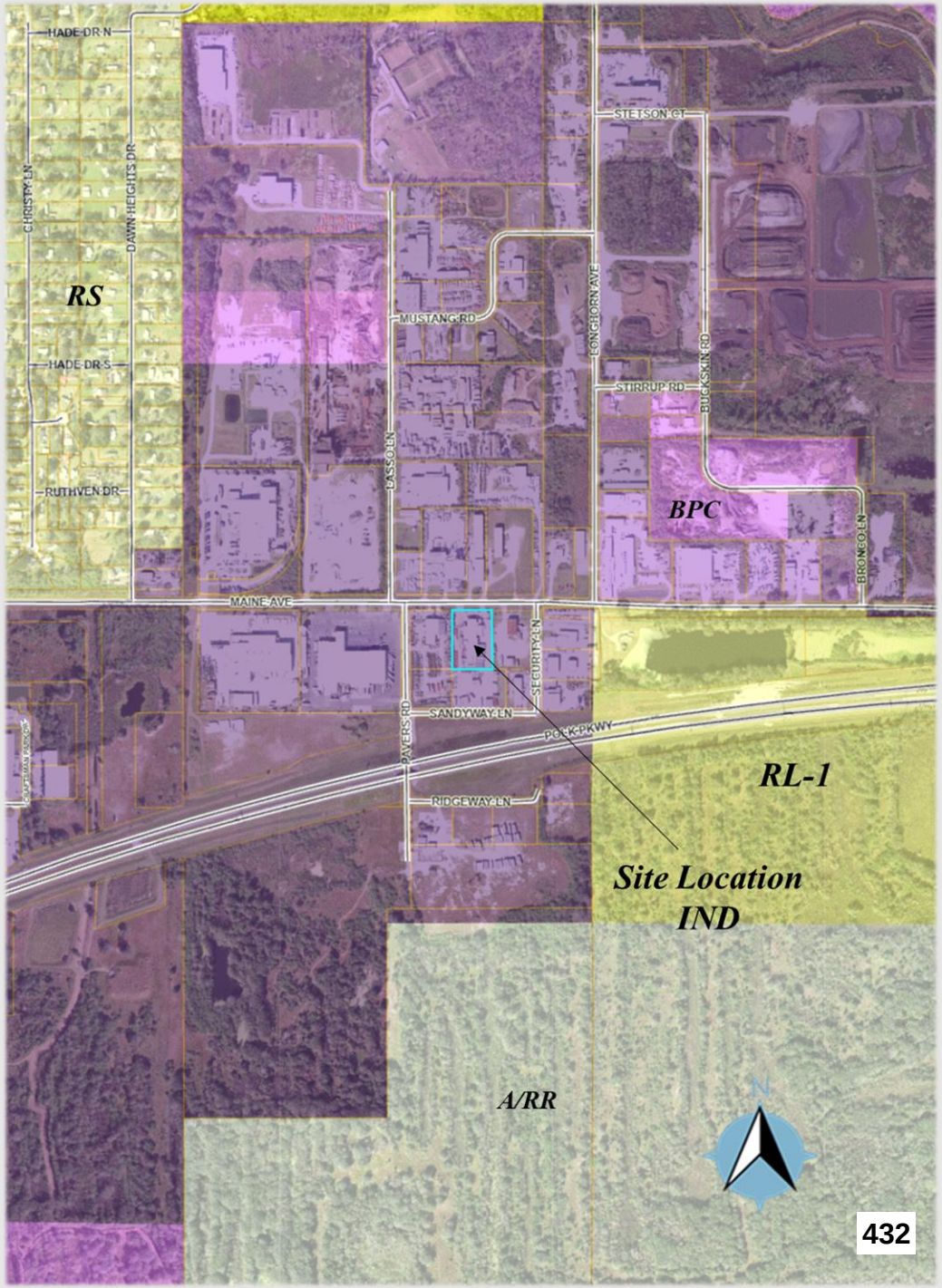
- ***Policy regarding SWMF adopted in 2014 through the creation of the use and adoption of the Solid Waste Management Facility Siting and Operation Ordinance.***

- ***Defined as any solid waste disposal facility, solid waste transfer station, materials recovery facility, volume reduction facility, other facility, or combination thereof, the purpose of which is resource recovery or the disposal, recycling, processing or storage of solid waste.***

- ***New SWMFs must be located within the Institutional-2 (INST-2) future land use district.***

- ***Existing facilities are allowed to expand under the SWMF Ordinance pursuant to LDC guidelines.***

- ***All require BoCC approval.***



LDC Section 120 – Non-Conforming Uses

- *Development that does not conform to the Polk County Comprehensive Plan and the development design and improvement standards in this Code.*
- *LDC Section 120.J.2 states, "The addition of land to support an addition or expansion of structures, storage, or activity of a legally non-conforming use shall require a Level 4 Review."*
- *The Planning Commission shall evaluate expansions based on:*

  i. The degree to which the non-conformity can become more conforming;

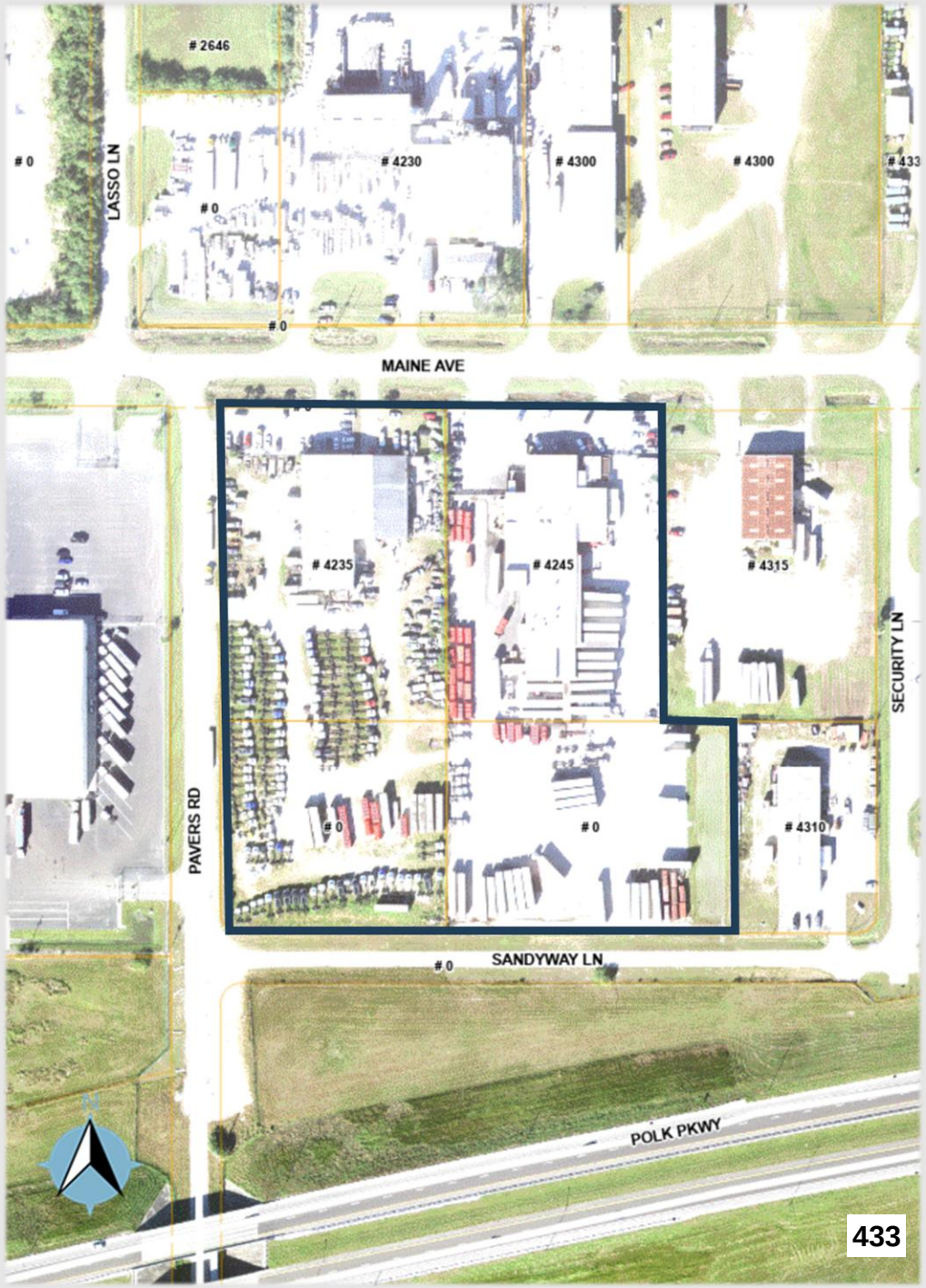
  ii. The extent of a government's obligation or liabilities including, but not limited to, infrastructure improvement, infrastructure maintenance, and public safety;

  iii. The potential impact that the expansion may pose to neighboring properties;

  iv. The extent of the use's longevity (i.e., how long has it been there and how long is it to continue at its location);

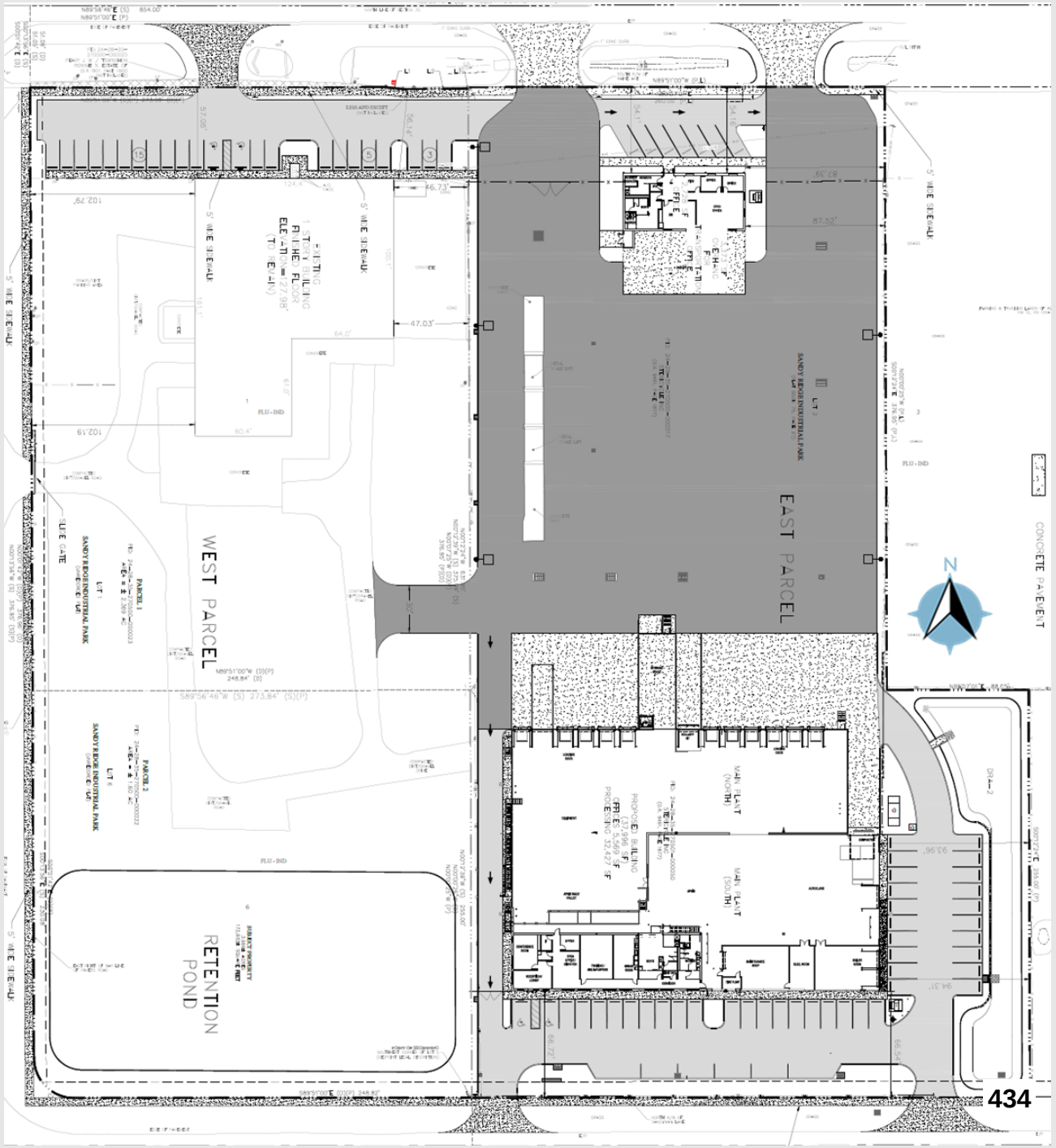
  v. The applicant's future plans for the property relative to the County's plans; and,

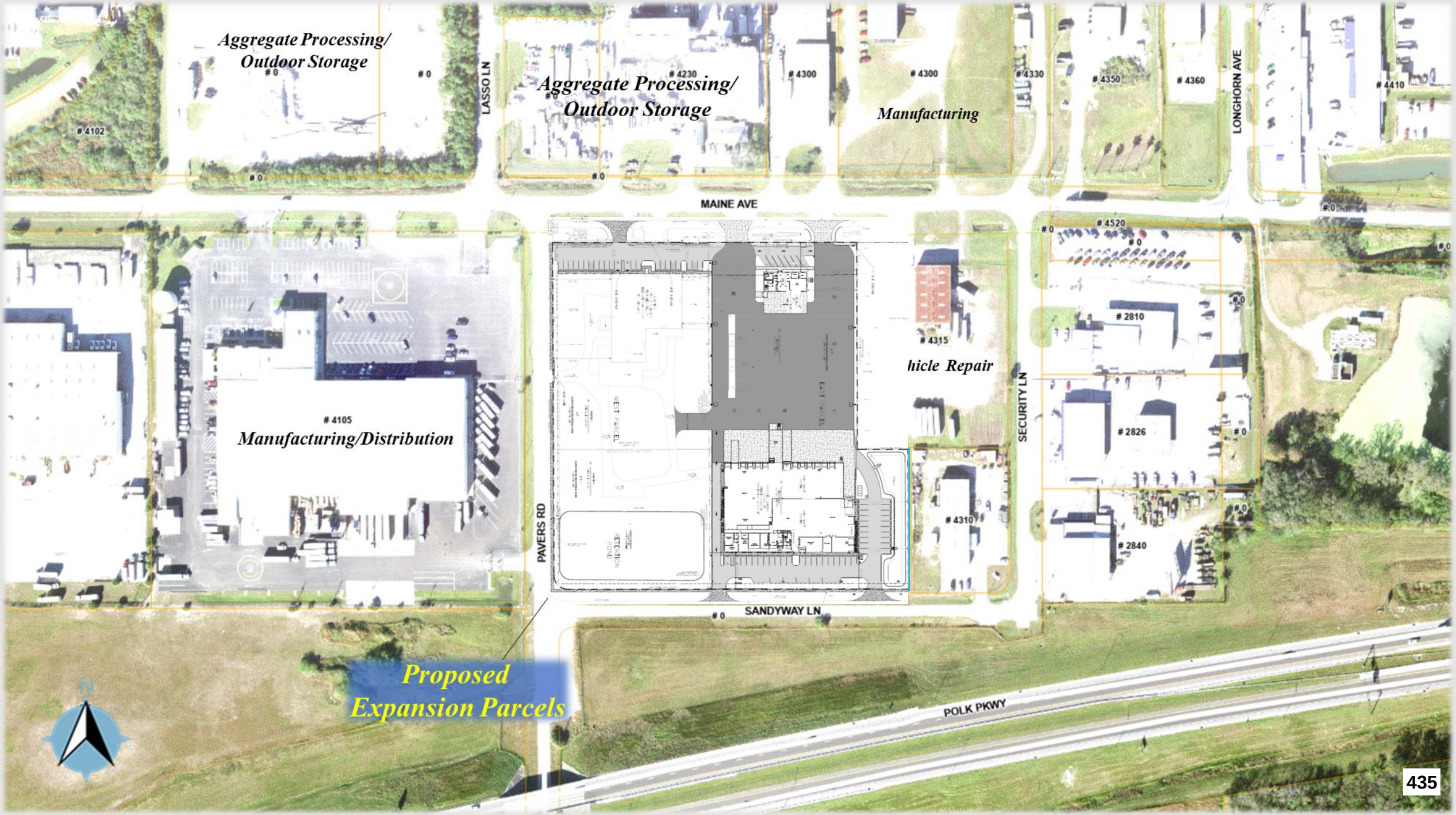
  vi. The improved development standards or infrastructure that may result from expansion of the use.



Site Plan & Request

- *Stericycle onsite since 1999 as processor Regulated Medical Waste (RMW).*
- *RMW received for processing is generated from hospitals, physicians' offices, blood banks, veterinary hospitals/clinics, dental practices, medical research facilities and laboratories.*
- *Waste arrives at the site in bulk and non-bulk packaging on trucks and trailers, is processed, and disposed at landfill.*
- *All processing is in indoors with no externalities such as odor. Operations typically begin on Sunday at 11 p.m. and run continually until Friday at 11:00 p.m. Saturday and Sunday hours vary but typically 4 - 8 hours.*
- *Replace existing 17,924 sq. ft. facility with new 38,000 sq. ft. building. New 6,200 sq. ft. transportation office.*
- *Add new parcels for parking and improved stormwater management.*
- *No anticipated significant increase in traffic or intensity on site. Provides a modernization of operations and organized parking of vehicles.*



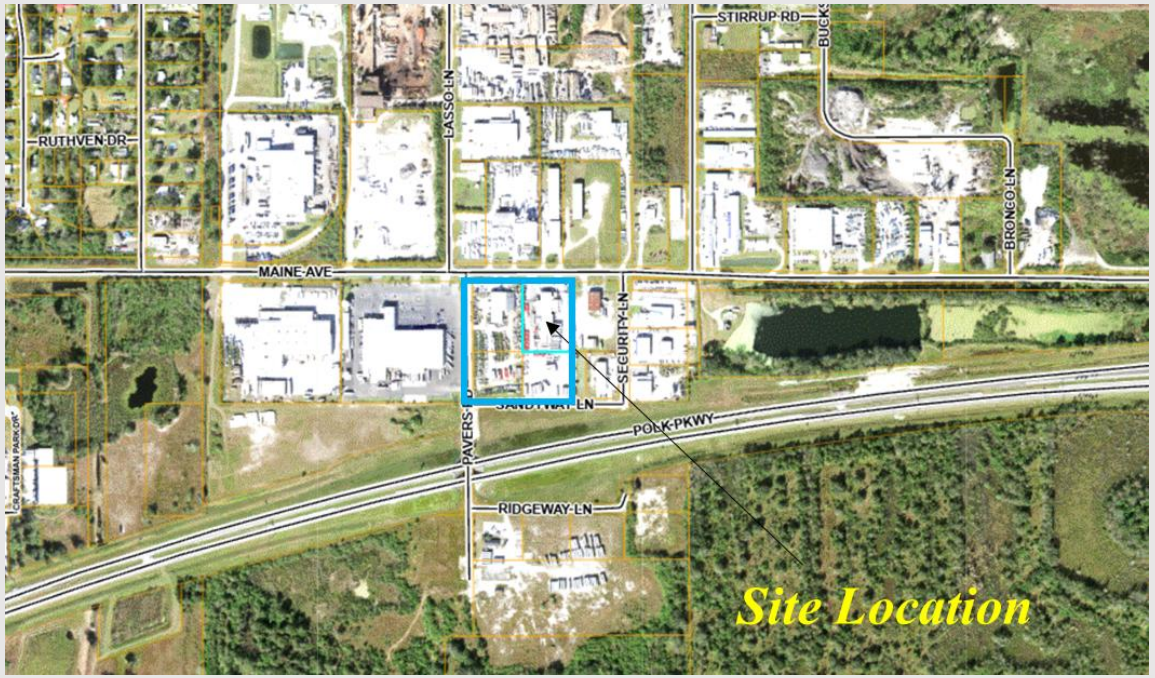

Aggregate Processing/
Outdoor Storage
4102
0
LASSO LN
Aggregate Processing/
Outdoor Storage
4230
4300
4300
Manufacturing
4330
4350
4360
LONGHORN AVE
4410
MAINE AVE
4105
Manufacturing/Distribution
PAVERS RD
4315
hicle Repair
4520
2810
SECURITY LN
2826
4310
2840
SANDYWAY LN
Proposed
Expansion Parcels
POLK PKWY
N
435

LDCU-2025-21

Stericycle Expansion of Non-Conforming SWMF

Staff Recommends Approval:

- **Compatible with surrounding uses** – Industrial-type use in an Industrial future land use district and platted industrial park
- Meets LDC Criteria for Solid Waste Management Facilities and Expansions of Non-Conforming Uses (Staff Report Pages 11-14)
- Sufficient public services available to the site. (Staff Report Pages 14-18)
- Consistent with Comprehensive Plan & LDC, and Solid Waste Management Facility Siting and Operation Ordinance.



SITE DATA TABLE

SITE ADDRESS:	4235 & 4245 MAINE AVE LAKELAND FL 33801		
PARCEL ID:	24-28-35-270500-000017 & 24-28-35-270501-000050 (EAST PARCEL) 24-28-35-270500-000022 & 24-28-35-270500-000023 (WEST PARCEL)		
PROPOSED USE:	REDEVELOPMENT OF STERICYCLE SITE WITH NEW BUILDING		
DEVELOPMENT AREA:	URBAN GROWTH AREA		
FUTURE LAND USE MAP DESIGNATION:	IND – INDUSTRIAL		
TOTAL LAND AREA:	±359,791 SF (±8.2597 AC)		
SITE DATA TOTALS	EXISTING	PROPOSED	MIN/MAX REQUIRED
BUILDING:	35,142 SF	56,860 SF	
PAVEMENT/CONC:	98,463 SF	150,519 SF	
IMPERVIOUS:	209,482 SF (58.22%)	207,379 SF (57.64%)	75% MAX
OPEN SPACE:	15,240 SF (8.15%)	152,412 SF (42.36%)	25% MIN
LOT AREA TOTAL:	359,791 SF	359,791 SF	
LOT WIDTH	622.63'	622.63'	
LOT DEPTH	631.95'	631.95'	
F.A.R.	.10	0.16	0.75 MAX
PARKING SPACES	39 SPACES	77 SPACES (INC 4 HDCP SPACES)	
BUILDING HEIGHT (E PARCEL)	35 FEET	37.5 FEET	N/A
BUILDING SETBACKS:			
FRONT (NORTH)	56.14'	54.10'	35 FT MIN
FRONT (SOUTH)	304.08'	66.54'	35 FT MIN
SIDE (EAST)	50.76'	87.39'	15 FT MIN
FRONT (WEST)	102.19'	102.19'	15 FT MIN

FLOOD ZONE:
PROJECT LIES WITHIN FLOOD ZONE X AS DELINEATED IN FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12105C0320G, INDEX DATED DECEMBER 22, 2016.

Agenda Item N.2. 1/20/2026

SUBJECT

Public Hearing (LDCPAS-2025-30 Lake Gibson Estates CPA) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation on 2.55 acres +/- parcel from Residential Low (RL) to Residential Medium (RM) in the Urban Growth Area (UGA) with a Comprehensive Plan Text Amendment to Section 2.135 Parcel Specific Future Land Use Map Amendment with Conditions to reference the subject site has development conditions part of a LDC Text Amendment (LDCT-2025-21) to Appendix E. (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated Small-Scale Comprehensive Plan Map Amendment for property located south of Marcum Road, east of Carl Floyd, US Highway 98, west of Norton Road, and north of Daughtery Road, east of the City of Lakeland, in Section 24, Township 27, and Range 23.

State law requires one Planning Commission hearing, which was held on December 3rd, 2025, with a recommendation for approval (7:0).

Section 163.3187, Florida Statutes require the local governing board to take action on the proposed amendment.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

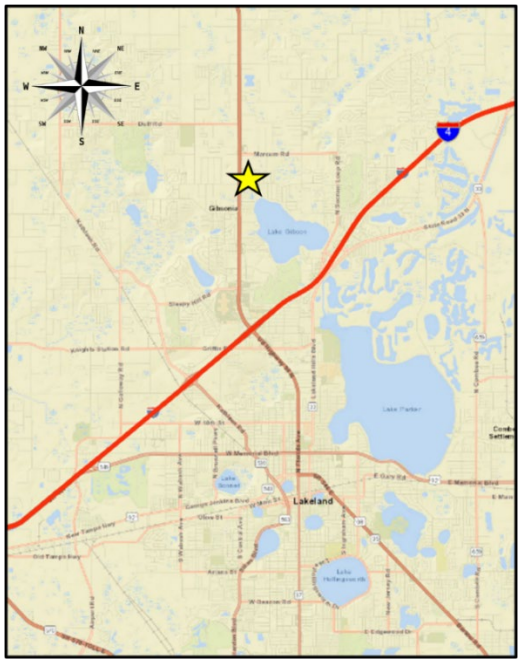
CONTACT INFORMATION

Johnathan (JP) Sims, MPA
Planner II
Land Development Division
(863) 534-7515
johnathansims@polkfl.gov

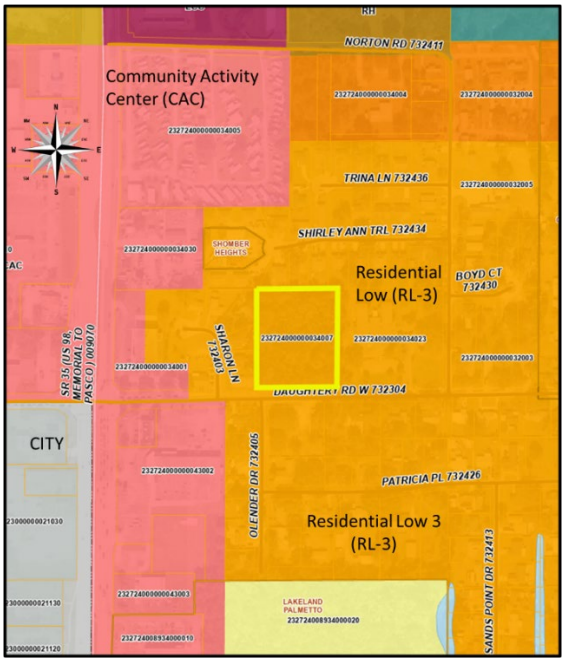
POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	September 25, 2025	**Level of Review:**	4
PC Date:	December 3, 2025	**Type:**	Comprehensive Plan Amendment
BoCC Date:	January 20, 2026	**Case Numbers:**	LDCPAS-2025-30
		Case Name:	Lake Gibson Estates CPA
Applicant:	Sarah Case, Next Level Engineering	**Case Planner:**	J.P. Sims, Planner II

Request:	A Future Land Use designation change from Residential Low (RL-3) to Residential Medium (RM). Related to LDCT-2025-21, a Land Development Code Text Amendment to add development conditions in Appendix E, Section E105. This will amend Table E1 and create Subsection X. This will add policies in Section 2.135 in the Comprehensive Plan to reference that this property has development restrictions in the LDC.
Location:	The subject property is located south of Marcum Road, east of Carl Floyd, US Highway 98, west of Norton Road, and north of Daughtery Road, east of the Lakeland city limits, in Sections 24, Township 27, and Range 23.
Property Owner:	Daughtery Road Gibson Court Land Trust
Parcel Size/number:	2.55 +/- acres (232724-000000-034007)
Development Area:	Urban Growth Area (UGA) and TCCO Corridor
Nearest Municipality:	City of Lakeland
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7-0)
Public Comment:	None
Florida Commerce*	N/A



Location Map



Current Future Land Use Map

Summary

The applicant, Sarah Case of Next Level Engineering, is requesting a Small-Scale Comprehensive Plan Amendment on behalf of the property owners, Daughtery Road Gibson Court Land Trust, to change the Future Land Use Designations from Residential Low (RL-3) to Residential Medium (RM) on 2.52 +/- acres of property in the Urban Growth Area (UGA). The site is located south of Marcum Road, west of Norton Road, east of US Highway 98, and north of Daughtery Road, east of Lakeland city limits, in Sections 24, Township 27, and Range 23. Related to LDCTD-2025-21, a Land Development Code Text Amendment to add development conditions in Appendix E, Section E105. This will amend Table E1 and create Subsection X. This will add policies in Section 2.135 in the Comprehensive Plan to reference that this property has development restrictions in the LDC. Site will have uses that are restricted and density will only be allowable up to standard Residential Medium amounts.

Compatibility Summary

The subject site is currently vacant and undeveloped. This request will be compatible with the surrounding area as it has ingress/egress onto Daughtery Road, which is an Urban Collector. It has Residential Low (RL-3) completely surrounding it with an assisted living facility directly adjacent to the east. There is a duplex community north of the subject site.

Infrastructure Summary

The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site. There is sufficient road capacity on all surrounding road networks. Mass transit is available nearby with the Citrus Connection's Blue Line running along US Highway 98, with the closest stop being Stop 1212 at the corner of Daughtery Road and US Highway 98, about 800 feet from the subject site. Public safety response times are normal for this part of the County, but school capacity will be an issue at the high school and middle school. The request is compatible with the available infrastructure.

Environmental Summary

The nearest neighborhood park is the Hunt Fountain Park 1.1-mile northwest of the site and the nearest regional Park is the Saddle Creek Park and Campground 6.37 miles to the southeast of the subject site. There are no wet soils on the subject site. There are no wetlands or floodplain on the site, and it does not sit within a flood zone.

Comprehensive Plan

The relevant sections of the Comprehensive Plan that are applicable to the project request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.102-A10 Location Criteria
- Policy 2.105(A1-A5): Urban Growth Area (UGA)
- Policy 2.120(C1-C4): Residential Low
- Policy 2.120(D1-D4): Residential Medium

Findings of Fact

Request and Legal Status

- This is an applicant-initiated request for the Future Land Use designation change from Residential Low (RL) to Residential Medium (RM) on a +/- 2.52 acres parcel.

- The subject site has a Land Development Code land use district of Residential Low 3 (RL-3)

- The subject site is in the Transit Centers and Corridors Overlay (TCCO).

- Related to LDCTD-2025-21, a Land Development Code Text Amendment to add development conditions in Appendix E, Section E105. This will amend Table E1 and create Subsection X. This will add policies in Section 2.135 in the Comprehensive Plan to reference that this property has development restrictions in the LDC. Site will have uses that are restricted and density will only be allowable up to sixteen (16) dwelling units total.

- On June 17, 2025, the Board of County Commissioners denied LDCPAS-2025-3, which was a request to change the Future Land Use on this same parcel from RL to RM. It was denied based on compatibility that the new allowable density would be too high and out of context with the surrounding area.

Compatibility

- The existing uses surrounding the site are:
  - North – RL-3; Hilltop Heights duplex subdivision.
  - East – RL-3; New Era Assisted Living Facility.
  - West – RL-3; single-family residential.
  - South – RL-3; single-family residential.

- The general area surrounding the subject site includes mostly single family detached residential, duplexes, and an assisted living facility. Close by to the west are commercial uses along US Highway 98.

- The subject site is undeveloped.

Infrastructure

- The zoned schools for the site are Edgar Padgett Elementary, Lake Gibson Middle, and Lake Gibson High School.

- Polk County Fire Rescue Station 22 will be the response unit for fire and EMS for this site. It is located at 5201 Cornell Street in Lakeland, with an approximate travel distance of 1.3 miles.

- The subject site is within the Sheriff Department's Northwest District. The Northwest District Office is located at 1045 West Wedgewood Estates Boulevard in Lakeland and is two (2) miles away.

- The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site. The proposed RM has the potential to require more water and generate more wastewater with than the current land use.

- Daughtery Road has sidewalks along the street in front of the subject site along the north side of the road, and there are sidewalks along US Highway 98 to the west.

- Mass transit is available nearby with the Citrus Connection's Blue Line running along US Highway 98, with the closest stop being Stop 1212 at the corner of Daughtery Road and US Highway 98, about 800 feet from the subject site.

- The nearest neighborhood park is the Hunt Fountain Park 1.1-mile northwest of the site and the nearest regional Park is the Saddle Creek Park and Campground 6.37 miles to the southeast of the subject site.

Environmental

- The site is relatively flat with a high elevation of 178 feet on the west side of the parcel and a low of 175 feet at the southeast corner of the parcel.

- Site does not reside within a Conservation Easement per Property Appraiser, and is not a Possible Network Connection for the Polk Green.

- There are no wetlands or floodplain on this site. It does not reside within a flood zone.

- The soil type for the parcel is entirely made of Myakka-Immokolee-Urban land complex.

- According to Polk County Endangered Habitat Maps, the subject site is not located within a one-mile radius of an observation of a protected animal species (Source: Florida Department of Environmental Protection, 2015).

- There are no known archeological or historical resources on the subject site per data from the Florida State Historical Commission.

- There are no environmental lands nearby. The closest are the Tenoroc Fish Management Area 2.07 miles to the southeast of the site.

- There are no wells on the subject site and it is not located in a wellfield.

- The site is not within an Airport Impact District.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.

- POLICY 2.102-A2 Compatibility states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- POLICY 2.102-A3 Distribution states that development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.

- POLICY 2.102-A4 Timing states that development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.

- POLICY 2.102-A10 Location Criteria states the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:
  a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided;
  b. nearness to agriculture-production areas;
  c. distance from populated areas;
  d. economic issues, such as minimum population support and market-area radius (where applicable);
  e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:
    1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;
    2. sanitary sewer and potable water service;
    3. storm-water management;
    4. solid waste collection and disposal;
    5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;
    6. emergency medical service (EMS) provisions; and
    7. other public safety features such as law enforcement;

8. schools and other educational facilities
9. parks, open spaces, civic areas and other community facilities

f. environmental factors, including, but not limited to:

1. environmental sensitivity of the property and adjacent property;
2. surface water features, including drainage patterns, basin characteristics, and flood hazards;
3. wetlands and primary aquifer recharge areas;
4. soil characteristics;
5. location of potable water supplies, private wells, public well fields; and
6. climatic conditions, including prevailing winds, when applicable.

- POLICY 2.105-A1: DESCRIPTION - Urban-Growth Areas shall:

a. complement the TSDA in guiding growth, while promoting orderly and compact development;
b.be located contiguous to the TSDAs or a municipality as they represent the expansion areas;
c.be supported by existing or planned urban type services that are programmed for the 20-year planning horizon;
d.be those areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed use development in close proximity to the development in the adjacent TSDAs;
e. include development criteria that:

  - 1.promote the development of walkable communities which include a balance between employment opportunities, mix of complementary uses and activities, and a range of housing opportunities;
  - 2.improve access to employment areas, schools, shopping and recreational opportunities;
  - 3.support the preservation of open space and natural areas;
  - 4.reduce capital and operating cost for the provision of infrastructure and public services.

- POLICY 2.105-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UGAs:

  - a.ACTIVITY CENTERS: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and Employment Centers, High-Impact Commercial Centers shall be permitted within UGAs in accordance with applicable criteria.
  - b.RESIDENTIAL: Residential-High, Residential-Medium, and Residential-Low Districts shall be permitted within UGAs in accordance with applicable criteria.
  - c.OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Professional Institutional, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation.

- POLICY 2.105-A5: DEVELOPMENT CRITERIA FOR URBAN GROWTH AREAS - Development within the Urban Growth Areas shall conform to the following criteria as further specified in the Land Development Code:

    - a.connect to centralized potable water;
    - b.connect to centralized sanitary sewer systems if available.
    - c.incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;
    - d.promote the implementation of "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element;
    - e.promote the integration of pedestrian-oriented features, including sidewalks, trails, or walkways into every development including appropriate pedestrian shelters or awnings;
    - f.provide access to civic space, parks, green areas, and open space and other amenities;
    - g.be supported by public safety (i.e., fire, EMS and law enforcement);
    - h.have access to public schools;
    - i.be encouraged to provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas;
    - j.encourage the inclusion of a variety of housing choices and mixed uses; and
    - k.additional standards supporting transit if development is within the "Corridor and Center Overlay" (Section 2.124-A);

- POLICY 2.120-C1: CHARACTERISTICS - Densities up to, and including, 5.00 DU/AC. The Residential-Low classification is characterized by single-family dwelling units, duplex units, and small-scale multi-family units.

- POLICY 2.120-D1: CHARACTERISTICS - Densities up to, and including, 10.00 DU/AC. The Residential-Medium classification is characterized by single-family dwelling units, duplex units, and multi-family units.

- POLICY 2.120-D2: DESIGNATION AND MAPPING - Residential-Medium districts shall be located throughout TSDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "RM."

- POLICY 2.120-D3: LOCATION CRITERIA - Residential-Medium areas shall be located only within TSDAs, UGAs, SDAs, and UEAs and activity centers. The placement of Residential-Medium shall be evaluated based on the general criteria listed in Policy 2.119-A2.

- POLICY 2.120-D4: DEVELOPMENT CRITERIA - Residential development may contain a variety of housing types as defined by the Land Development Code and shall be permitted at a density of up to 10 DU/AC. Additionally, community facilities are permitted in accordance with policies of this Plan.

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions, the proposed request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCPAS 2023-30.**

Planning Commission Recommendation: On December 3rd, 2025, in an advertised public hearing, the Planning Commission voted 7:0 to **recommend APPROVAL of LDCPAS-2025-30.**

NOTE: *This staff report was prepared without the benefit of testimony and evidence submitted by the public and other interested parties at a public hearing.*

NOTE: *All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.*
NOTE: *Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law*.

Analysis
This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

Surrounding Uses
Table 1 identifies the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent.

Table 1 Surrounding Uses

Northwest RL-3; Shomber Heights duplexes: CAC; undeveloped	**North** RL-3; Multifamily duplexes	**Northeast** RL-3; Multifamily duplexes
West RL-3; Single family residential	**Subject Site** RL-3; undeveloped	**East** RL-3; New Era Assisted Living Facility
Southwest RL-3; Single family residential: CAC; IES Residential	**South** RL-3; Single family residential	**Southeast** RL-3; Single family residential

Source: Polk County Geographical Information System and site visit by County staff

Compatibility with the Surrounding Uses

According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The "development criteria" and the "density and dimensional regulations" of a land use district are often the measuring tools used by staff to determine compatibility and the appropriateness of locating differentiating uses. Compatibility is defined in the Comprehensive Plan as "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

A. Land Uses

The purpose of Urban Growth Area (UGA) is to serve as a foundation from which a future urban pattern is established, and to provide future areas for development at urban densities and intensities. UGA's are areas within the County that, at a minimum, are currently served, or are programmed within the applicable Comprehensive Plan Capital Improvement Program to be served within years 10 through 20 of the Comprehensive Plan's planning period. UGA's are also supported by, or programmed to be supported by, other services typically found to accompany urban development such as public safety services, an urban road network, and developed parks.

The request is a Future Land Use designation that is reflective of the development in the area. While the land has been designated Residential Low, it currently is undeveloped but abuts residential uses on almost all sides. There is also an assisted living facility in New Era to the east of the subject site that has 62 beds on site. The majority of the surrounding uses are single family residential.

The subdivision to the north of the subject site is Shomber Heights, which is an RL-3 land use, but has primarily duplexes developed on site.

On June 17, 2025, the Board of County Commissioners denied LDCPAS-2025-3, which was a request to change the Future Land Use on this same parcel from RL to RM. It was denied based on compatibility that the new allowable density would be too high and out of context with the surrounding area. To alleviate this, the applicant has also submitted LDCTD-2025-21, which will limit the uses allowed on the parcel and limit the density to that of standard Residential Medium, not to exceed a total of 16 total units.

B. Infrastructure

The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site. The site is adjacent to Daughtery Road East, an Urban Collector, while also having close access to US Highway 98, a Principal

Arterial. There is available transportation capacity on both roads, but US 98 is expected to be a failing road link within five years. Public safety response times are normal for this part of the County. While there is capacity within the elementary school, the middle and high schools are currently showing as overcapacity. The request is compatible with the available infrastructure.

Nearest Elementary, Middle, and High School

The schools zoned for the subject property are the zoned schools listed in Table 2 below. Per the requirements in Chapter 7 of the Land Development Code, the applicant will have to work out capacity for any development request with the school board as the high school and middle school do currently show as overcapacity.

Table 2 School Information

Name of School	Annual Estimated Demand	% Capacity 2022-2023 School Year	Average driving distance from subject site
Edgar Padgett Elementary School	**3 students**	**65%**	**1.0 miles**
Lake Gibson Middle School	**1 student**	**110%**	**1.6 miles**
Lake Gibson High School	**1 student**	**110%**	**1.9 miles**

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS

Per Section 703 of the Land Development Code, if the concurrency determination indicates that there is not adequate capacity of any public facility or service within the impacted service area the Department shall deny issuance of a Certificate of Concurrency or issue a Certificate of Concurrency subject to one or more of the following conditions:

a. Reduction of project size, density, and intensity to reduce the impacts of the development to less than or equal to the available capacity; and

b. Require the provision, by the applicant, of the necessary public facilities and services, including any off-site transportation improvements, to achieve available capacity and site improvements recommended in the traffic study. The provision of public facilities and services shall comply with the Comprehensive Plan and all applicable ordinances. The commitment, by the applicant, to construct public facilities and services prior to the issuance of a building permit must be included as a condition to the Certificate of Concurrency. The County may, at its option, reimburse the applicant for the costs of the excess capacity provided by the applicant. The improvements shall be in place prior to the Certificate of Occupancy.

c. The applicant enters into a binding Proportionate Share Agreement pursuant to the Transportation Proportionate Fair-Share Program provided for in Section 703. N.

Nearest Sheriff, Fire, and EMS Station

Table 3 below displays that the nearest Sheriff District office and Fire/EMS stations. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within the County.

Table 3 Public Safety Information

	Name of Station	Distance Response Time*
Sheriff	**Northwest District Command Unit (**1045 W Wedgewood Estates Blvd, Lakeland, FL 33809)	2 +/- miles Priority 1 – 11:17 Priority 2 – 32:50
Fire/ EMS	**Station #22** (5201 Cornell St, Lakeland, FL 33810)	1.3 +/- miles

Source: Polk County Sheriff's Office & Polk County Fire Rescue. Response times for March 2025.

Water and Wastewater

A. Estimated Demand

The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site. The proposed RM has the potential to require more water and generate more wastewater with than the current land use.

Table 4 Estimated Water and Sewer Impact Analysis

Permitted Intensity	Maximum Permitted in Existing Land Use RL-3 with Planned Development	Maximum Permitted in Potential RM with Planned Development	Maximum Permitted in Proposed RM with LDCT limitations in place.
2.55 +/-acres	**2.55 +/- acres X 5 du/ac = 12 du**	**2.55 +/- acres X 10 du/ac = 25 du**	**2.55 +/- acres X 7 du/ac = 17 du**
Potable Water Consumption	**12 du X 360 GPD = 4,320 GPD**	**25 du X 198 GPD = 4,950 GPD**	**17 du X 198 GPD = 3,366 GPD**
Wastewater Generation	**12 du X 270 GPD = 3,240 GPD**	**25 du X 180 GPD 4,500 GPD**	**17 du X 180 GPD 3,060 GPD**

Source: Concurrency Manual: RL-3 for single family residence is 360 GPD for water and 270 GPD for wastewater, Multifamily @ 198 GPD Potable water and 180 Wastewater.

B. Service Provider

The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site.
If site is unable to connect to wastewater through City of Lakeland Utilities, then the density of the development will need to be reduced as with septic, density cannot be higher than 4 du/ac.

C. Available Capacity

Information is not available for capacity as the water is handled by the FGUA.

D. Planned Improvements

There are no improvements planned at this time.

Roadways/Transportation Network

A. Estimated Demand

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The Future Land Use change may result in higher trips.

Table 5 Estimated Transportation Impact Analysis

Permitted Intensity	**Maximum Permitted in Existing Land Use RL-3 w/ Planned Development**	**Maximum Permitted in Proposed RM w/ Planned Development**	**Maximum Permitted in Proposed RM with LDCT limitations in place.**
2.52 +/-acres	**2.52 +/- acres X 5 du/ac = 12 du**	**2.52 +/- acres X 10 du/ac = 25 du**	**2.55 +/- acres X 7 du/ac = 17 du**
Average Annual	**12 du X 7.81AADT = 94 Trips (100% New Trips)**	**25 du X 6.74 AADT = 169 Trips (100% New Trips)**	**17 du X 6.74 AADT = 115 Trips (100% New Trips)**
PM Peak	**12 du X 1.0 AADT = 12 Trips**	**25 du X 0.51 AADT = 13 Trips**	**17 du X 0.51 AADT = 9 Trips**

Source: Concurrency Manual and Table for Minor Traffic Study –Residential Medium (RM) Multifamily Housing (Low-Rise) at 6.74 AADT and 0.51 PM Peak Hours (100% new trips), and RL-1 for Single Family Residential uses 7.81 AADT and 1 AADT at PM Peak Hours.

B. Available Capacity

The roads surrounding the subject site have sufficient capacity to accommodate PM traffic for residential uses. The table after this paragraph provides the current PM Peak Hour capacities of the nearby road links. It is also relevant to consider the distribution of traffic as it leaves a development site. As traffic leaves a site the impact is not at the same intensity the father away from the site as it is at the driveway.

Table 6					
Link #	**Road Name**	**Current LOS**	**Available Capacity**	**Minimum LOS Standard**	**Projected Five Year LOS**
8006E	Daughtery Road East (US 98 to CR 582)	C	367	D	C
8006W		C	349	D	C
5416N	US 98 (Daughtery Road W to Socrum Loop Road W)	C	148	D	F
5416S		D	72	D	F
Source: Polk Transportation Planning Organization, Roadway network Database 2023					

C. Roadway Conditions

Daughtery Road East is an Urban Collector with available capacity in both directions. US Highway 98 is a Principal Arterial that currently has capacity but is expected to be a failing road link with in the next five years. The Pavement Condition Index (PCI) for Daughtery Road is Poor while US 98 is not tracked. The condition of the roadways and the LOS change over time. The conditions are addressed when development accesses a road during the Level 2 Review. LOS is a tool that can limit the intensity of a development.

D. Sidewalk Network

Daughtery Road East has sidewalks along the north side of the street of the subject site along its entire property frontage. US Highway 98 also has sidewalks that run along the entire road link.

E. Planned Improvements:

There are currently no planned County improvements along any of the traffic links.

F. Mass Transit

Mass transit is available nearby with the Citrus Connection's Blue Line running along US Highway 98, with the closest stop being Stop 1212 at the corner of Daughtery Road and US Highway 98, about 800 feet from the subject site.

Park Facilities:

The following analysis is based on public recreation facilities.

A. Location:

The nearest neighborhood park is the Hunt Fountain Park 1.1 miles northwest of the site and the nearest regional Park is the Saddle Creek Park and Campground 6.37 miles to the southeast of the subject site.

B. Services:

Hunt Fountain Park amenities include Basketball Courts, Football Fields, Horse Arena, Pavilion, Picnic Area, Playground, Restrooms, Soccer Fields, Tennis Courts. Saddle Creek Park and Campground amenities Baseball Fields, Boat Launching Site, Campground, Gun Range, Picnic Area, Playground, Restrooms, Walking Paths/Trails, Wildlife Viewing.

C. Multi-use Trails:

The closest free hiking trail is in the Gator Creek Reserve which is 4.4 miles north of the subject site.

D. Environmental Lands:

This site contains no County owned environmental lands. The closest environmental lands to the site are the Tenoroc Fish Management Area that can be found 2.1 miles to the southeast of the subject site. Site does not reside within a Conservation Easement per Property Appraiser, and is not a Possible Network Connection for the Polk Green.

E. Planned Improvements:

There are no further recreation improvements scheduled for this area of the County at this time.

Environmental Conditions

The soil type for the parcel is entirely made of Myakka-Immokolee-Urban land complex, which can be problematic for building and drains poorly.

A. Surface Water:

There is no surface water on the subject site.

B. Wetlands/Floodplains:

There are no wetlands or floodplains on the site, and the site does not reside within a flood zone.

C. Soils:

The subject site is entirely comprised of Myakka-Immokolee-Urban land complex as listed in Table 8 following this paragraph.

Table 8

Soil Name	Septic Tank Absorption Field Limitations	Limitations to Dwellings w/o Basements	% of Site *(approximate)*
Myakka-Immokalee-Urban land complex	Severe: wetness, poor filter	Severe: wetness	100%

*Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service *Because of poor filtration, ground water contamination is a hazard in many areas that have a concentration of homes with septic tanks.*

D. Protected Species

According to the Florida Biodiversity Matrix GIS application, no threatened or endangered plant or animal species exist on the site. If any are discovered, the applicant shall properly protect the specie(s) or mitigate any impacts consistent with federal, state, and local law.

E. Archeological Resources:

According to the Florida Department of State, Division of Historical Resources, there are no archeological sites listed in the Florida Master Site File.

F. Wells (Public/Private)

The subject site is not located in a Wellfield Protection District and does not have any wells on site. The site will be connecting to water from FGUA Utilities. The nearest Wellfield is about 0.51 miles to the east of the subject site.

G. Airports:

The site is not within an Airport Impact District.

Economic Factors:

There are no known economic factors that would impact the development of this site.

Consistency with the Comprehensive Plan

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent** with the Comprehensive Plan is listed below:

Table 8 Comprehensive Plan and Land Development Code

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one	The Comprehensive Plan permits a variety of different Future Land Use designations in urban areas and contribute to a combination of mixed uses. Residential Medium is in

Comprehensive Plan Policy	Consistency Analysis
or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	context with the surrounding area as there are duplexes to the north of the site and an assisted living facility to the east. There is commercial uses nearby to the west along US 98. LDCT-2025-21 limits the density on site to standard RM allowance and prohibits certain uses from being built.
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing Communities.	The lands surrounding the subject site are already a combination of duplexes and single-family homes. The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site. This request is consistent with this policy.
POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.	The timing is consistent with the growth in the area as the surrounding sites are already designated for a variety of uses. There is ample connectivity to water, wastewater, and electricity. Fire and Sheriff are close by with low response times. Two of the schools that are zoned for the site are at capacity so mitigation efforts will need to be made before a certificate of occupancy can be provided. The overall parcel does not contain wetlands or floodplains, and does not sit within a flood zone. Site directly accesses an Urban Collector in Daughtery Road East.
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable);e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2.sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal; 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment; 6. emergency medical service (EMS) provisions; and 7. other public safety features such as law enforcement; 8. schools and other educational facilities 9. parks, open spaces, civic areas and other community facilities, f. environmental factors, including, but not limited to: 1. environmental sensitivity of the property and adjacent property; 2. surface water features, including drainage patterns,	

Comprehensive Plan Policy	Consistency Analysis
basin characteristics, and flood hazards; 3. wetlands and primary aquifer recharge areas; 4. soil characteristics; 5. location of potable water supplies, private wells, public well fields; and 6. climatic conditions, including prevailing winds, when applicable.	
POLICY 2.105-A1: DESCRIPTION - Urban-Growth Areas shall: a.complement the TSDA in guiding growth, while promoting orderly and compact development;b.be located contiguous to the TSDAs or a municipality as they represent the expansion areas;c.be supported by existing or planned urban type services that are programmed for the 20-year planning horizon;d.be those areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed use development in close proximity to the development in the adjacent TSDAs;e.include development criteria that:1.promote the development of walkable communities which include a balance between employment opportunities, mix of complementary uses and activities, and a range of housing opportunities;2.improve access to employment areas, schools, shopping and recreational opportunities;3.support the preservation of open space and natural areas;4.reduce capital and operating cost for the provision of infrastructure and public services.	Residential Medium is allowed in the UGA. There are sidewalks along the street in front of the site along Daughtery Road and to the east on US 98. The change from Residential Low to Residential Medium will compliment the surrounding land uses.
POLICY 2.105-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UGAs: a.ACTIVITY CENTERS: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and Employment Centers, High-Impact Commercial Centers shall be permitted within UGAs in accordance with applicable criteria. b.RESIDENTIAL: Residential-High, Residential-Medium, and Residential-Low Districts shall be permitted within UGAs in accordance with applicable criteria.c.OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Professional Institutional,	The proposed Residential Medium Future Land Use designation is permitted in the UGA. The applicant will be required to demonstrate consistency with the UGA Development Criteria. Therefore, this request is consistent with the UGA policies. The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site.. The sidewalks fronting the property promote walkability in the surrounding area. Public Safety is readily available nearby. The zoned high school and middle school does have a capacity issue, so mitigation efforts will be necessary with the Polk County School Board once the Level 2 Review is completed.

Comprehensive Plan Policy	Consistency Analysis
Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation.	
POLICY 2.105-A5: DEVELOPMENT CRITERIA FOR URBAN GROWTH AREAS - Development within the Urban Growth Areas shall conform to the following criteria as further specified in the Land Development Code: a.connect to centralized potable water;b.connect to centralized sanitary sewer systems if available.c.incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;d.promote the implementation of "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element;e.promote the integration of pedestrian-oriented features, including sidewalks, trails, or walkways into every development including appropriate pedestrian shelters or awnings;f.provide access to civic space, parks, green areas, and open space and other amenities;g.be supported by public safety (i.e., fire, EMS and law enforcement);h.have access to public schools;i.be encouraged to provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas;j.encourage the inclusion of a variety of housing choices and mixed uses; andk.additional standards supporting transit if development is within the "Corridor and Center Overlay" (Section 2.124-A);	
POLICY 2.120-D1: CHARACTERISTICS - Densities up to, and including, 10.00 DU/AC. The Residential-Medium classification is characterized by single-family dwelling units, duplex units, and multi-family units. POLICY 2.120-D2: DESIGNATION AND MAPPING - Residential-Medium districts shall be	Future Land Uses to the north of the subject site are consistent in use to the Residential Medium being requested in that they have duplexes developed on site already. Daughtery Road East is an Urban Collector with sufficient capacity. Applicant is indicating an interest in constructing townhomes, which is allowable in Residential Medium.

Comprehensive Plan Policy	Consistency Analysis
located throughout TSDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "RM." POLICY 2.120-D3: LOCATION CRITERIA - Residential-Medium areas shall be located only within TSDAs, UGAs, SDAs, and UEAs and activity centers. The placement of Residential-Medium shall be evaluated based on the general criteria listed in Policy 2.119-A2. POLICY 2.120-D4: DEVELOPMENT CRITERIA - Residential development may contain a variety of housing types as defined by the Land Development Code and shall be permitted at a density of up to 10 DU/AC. Additionally, community facilities are permitted in accordance with policies of this Plan.	

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, it is apparent that the proposed request is not considered urban sprawl based on these criteria and it is permitted in the designated area. Table 9 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 9 Urban Sprawl Criteria

Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections where referenced in this report**
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

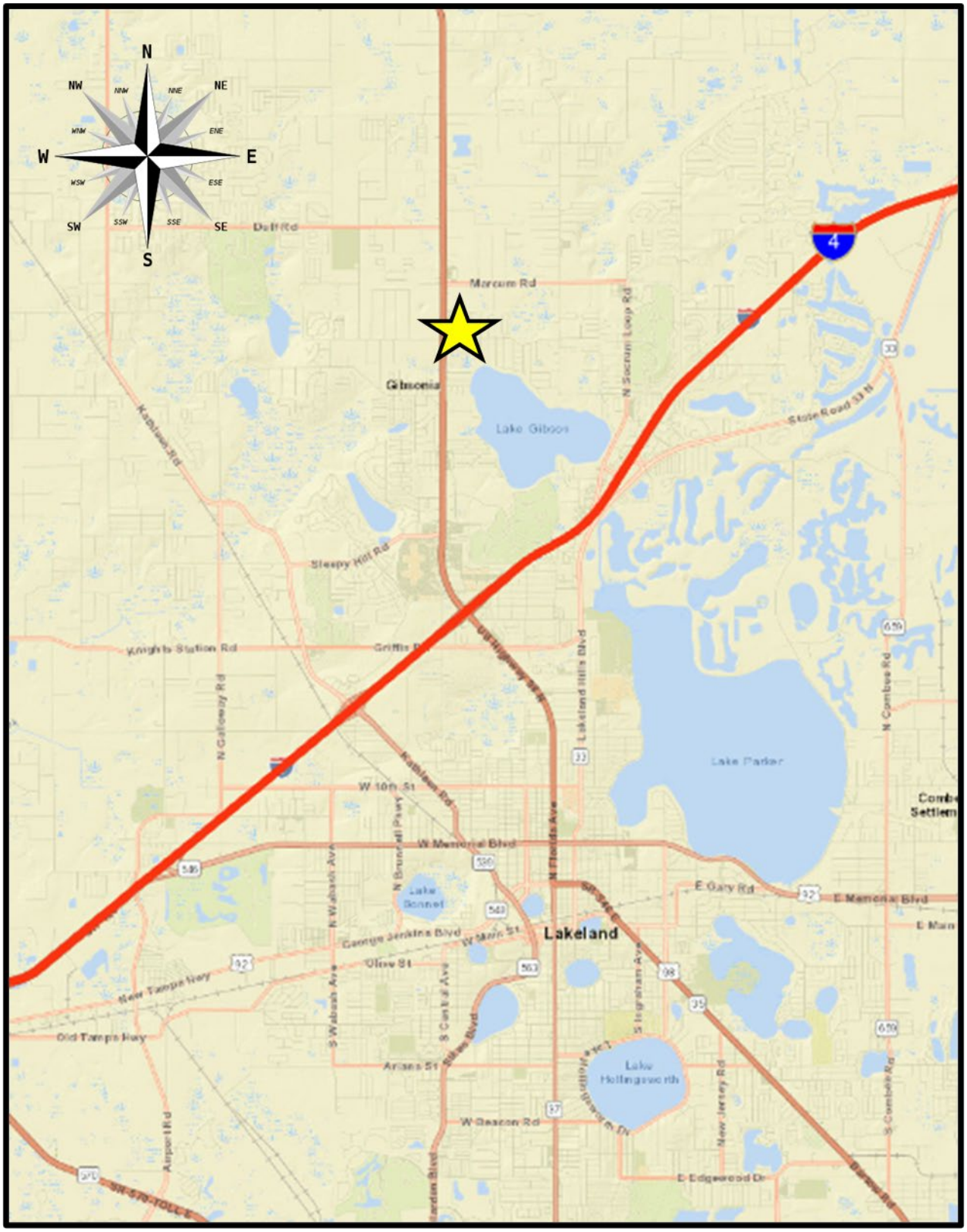
Comments from other agencies

No comments

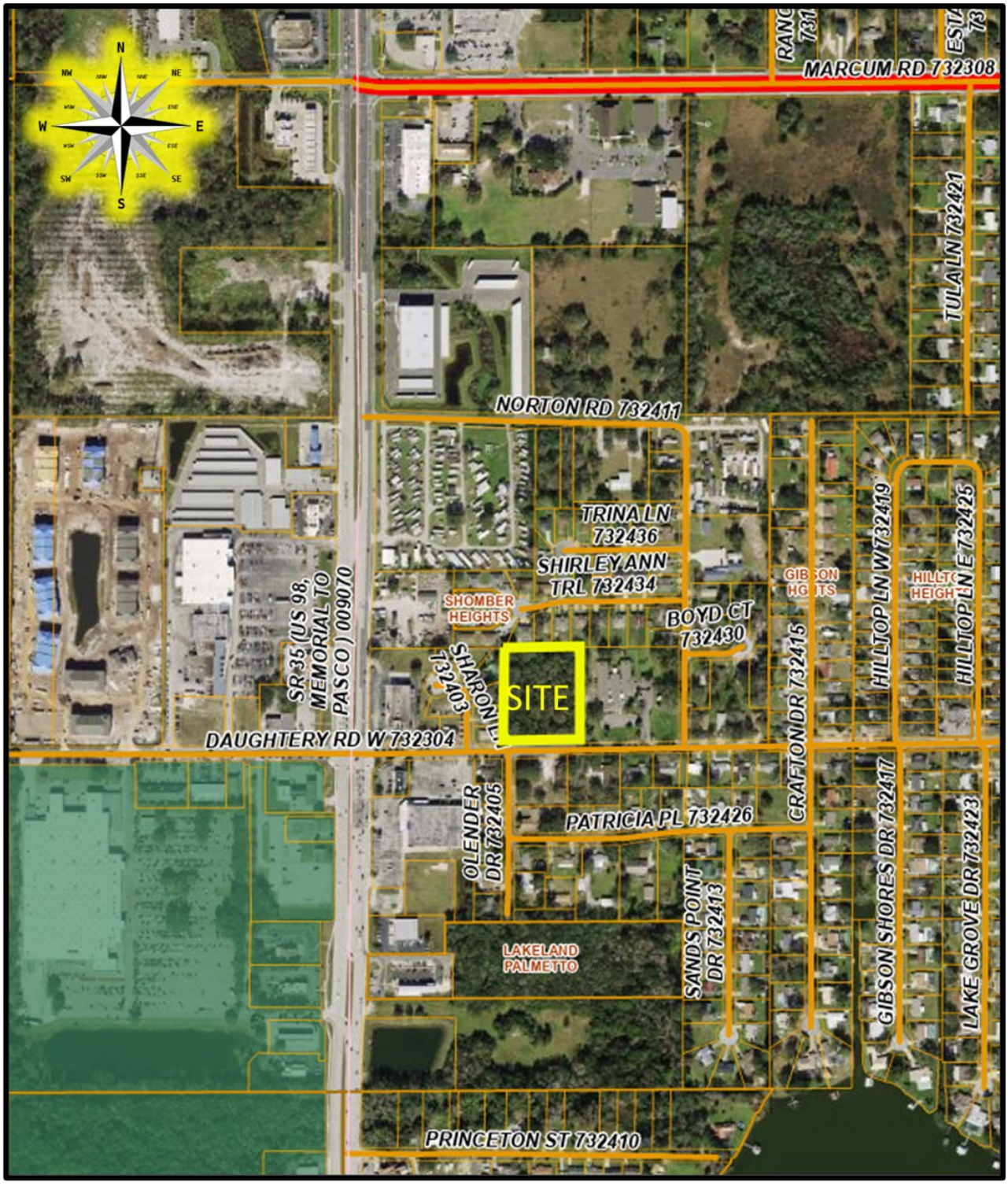
Exhibits:

Exhibit 1 Location Map
Exhibit 2 2023 Aerial Context Map
Exhibit 3 2023 Aerial Close Up
Exhibit 4 Current Future Land Use Map
Exhibit 5 Proposed Future Land Use Map
Exhibit 6a RM Permitted and Conditional Uses
Exhibit 6b RL-3 Permitted and Conditional Uses

Applicant's submitted documents and ordinance as separate files



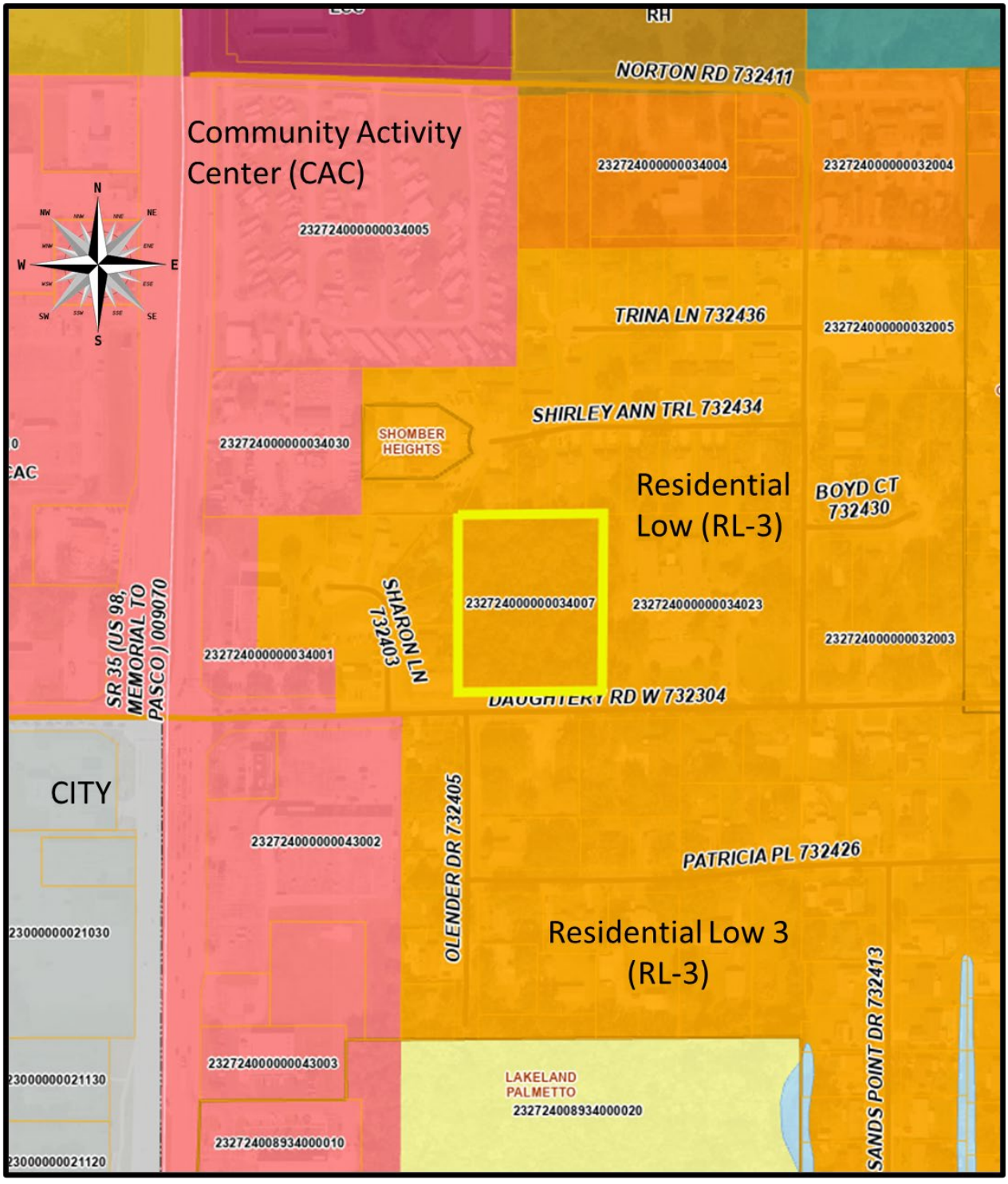
LOCATION MAP



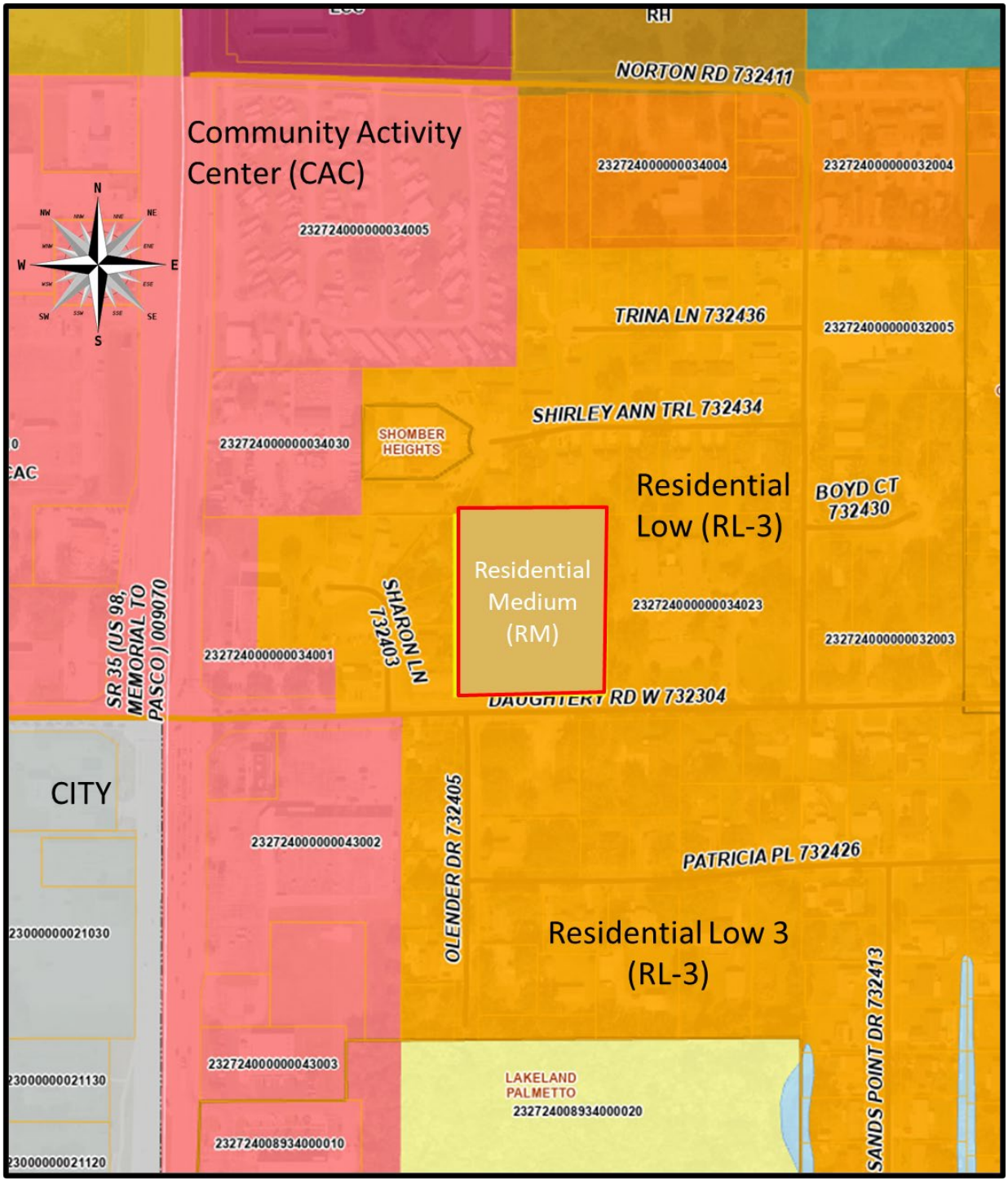
2023 AERIAL PHOTO CONTEXT



2023 AERIAL PHOTO CLOSE UP



CURRENT FLUM
Residential Low (RL-3)



PROPOSED FLUM
Residential Medium (RM)

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
RM	Duplex- Two-family Attached, Multi-family, Single-family Detached Home & Subdivision, Farming General, Utilities- Class I	Group Home- Large (7-14 residents), Group Home- Small (6 or less residents), Mobile Homes- Individual, Emergency Shelter- Medium (7-14 residents), Emergency Shelter- Small (6 or less residents), Recreation- Passive, Utilities- Class II, Bed and Breakfast, Nursing Home, Recreation- Low Intensity, School- Elementary, School- High, School- Middle	Group Living Facility (15 or more residents), Mobile Home Park, Mobile Home Subdivision, Short-Term Rental Unit, Planned Development, Residentially Based Mixed Development (RBMD), Transitional Area Development, Adult Day Care Center (7 or more clients), Childcare Center, Communication Tower- Monopole, Communication Towers- Guyed and Lattice, Community Center, Cultural Facility, Emergency Shelter- Large (15 or more residents), Golf Course, Government Facility, Helistops, Mining- Non-phosphate, Recreation- High Intensity, Recreation- Vehicle Oriented, Religious Institution, School- Leisure/Special Interest, School- University/College, Utilities- Class III

Residential Medium (RM)
PERMITTED AND CONDITIONAL USES

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
RL-3	Single-family Detached Home & Subdivision, Farming General, Utilities- Class I	Group Home- Small (6 or less residents), Mobile Homes- Individual, Emergency Shelter- Small (6 or less residents), Golf Course, Recreation- Passive, Utilities- Class II, Residential Infill Development, Recreation- Low Intensity, School- Elementary, School- Middle	Duplex- Two-family Attached, Group Living Facility (15 or more residents), Multi-family, Short-Term Rental Unit, Planned Development, Residentially Based Mixed Development (RBMD), Transitional Area Development, Adult Day Care Center (7 or more clients), Bed and Breakfast, Childcare Center, Communication Tower- Monopole, Communication Towers- Guyed and Lattice, Community Center, Cultural Facility, Emergency Shelter- Large (15 or more residents), Government Facility, Helistops, Mining- Non-phosphate, Recreation- High Intensity, Recreation- Vehicle Oriented, Religious Institution, School- High, School- Leisure/Special Interest, Utilities- Class III, Mobile Home Park, Mobile Home Subdivision

Residential Low (RL-3)
PERMITTED AND CONDITIONAL USES

ORDINANCE NO. 25 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF AMENDMENT **LDCPAS-2025-30;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, AS AMENDED TO CHANGE THE FUTURE LAND USE DESIGNATION ON +/- 2.55 ACRES FROM RESIDENTIAL LOW (RL-3) TO RESIDENTIAL MEDIUM (RM), IN THE URBAN GROWTH AREA (UGA). RELATED TO LDCT-2025-21, A COMPREHENSIVE PLAN AMENDMENT TO SECTION 2.135 AND APPENDIX E OF THE LAND DEVELOPMENT CODE, ADDING STANDARDS AND RESTRICTIONS FOR DEVELOPMENT OF THIS SITE. THE SUBJECT SITE IS LOCATED SOUTH OF MARCUM ROAD, EAST OF US HIGHWAY 98, WEST OF NORTON ROAD, NORTH OF DAUGHTERY ROAD, AND EAST OF THE CITY OF LAKELAND, IN SECTION 24, TOWNSHIP 27, RANGE 23, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Comprehensive Plan (Plan); and

WHEREAS, Section 163.3187, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Small-Scale Comprehensive Plan Amendments; and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, on the proposed Plan revisions on December 3rd, 2025; and

WHEREAS, pursuant to Section 163.3187(2), FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the proposed Plan revisions on January 20th, 2026; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; and

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 2: COMPREHENSIVE PLAN AMENDMENT

The Future Land Use Map of Ordinance No. 92-36, as amended, (the "Polk County Comprehensive Plan") is hereby amended to reflect a change in the Future Land Use designation on a +/- 2.55 acres site from Residential Low (RL-3) to Residential Medium (RM), in the Urban Growth Area (UGA) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Legal Description:

23-27-24-000000-034007

BEG 624 FT E OF SW COR OF SW1/4 OF NW1/4, SECTION 24, TOWNSHIP 27 SOUTH, RANGE 23 EAST, RUN N 416 FT E 300 FT S 416 FT W 300 FT TO BEG LESS ADDNL RD R/W PER OR 13061-623

SECTION 3: COMPREHENSIVE PLAN TEXT AMENDMENT

The text of Ordinance No. 92-36, as amended (the "Polk County Comprehensive Plan"), is hereby amended by changing Appendix 2.135 as shown in Attachment "B" of this Ordinance.

SECTION 4: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE

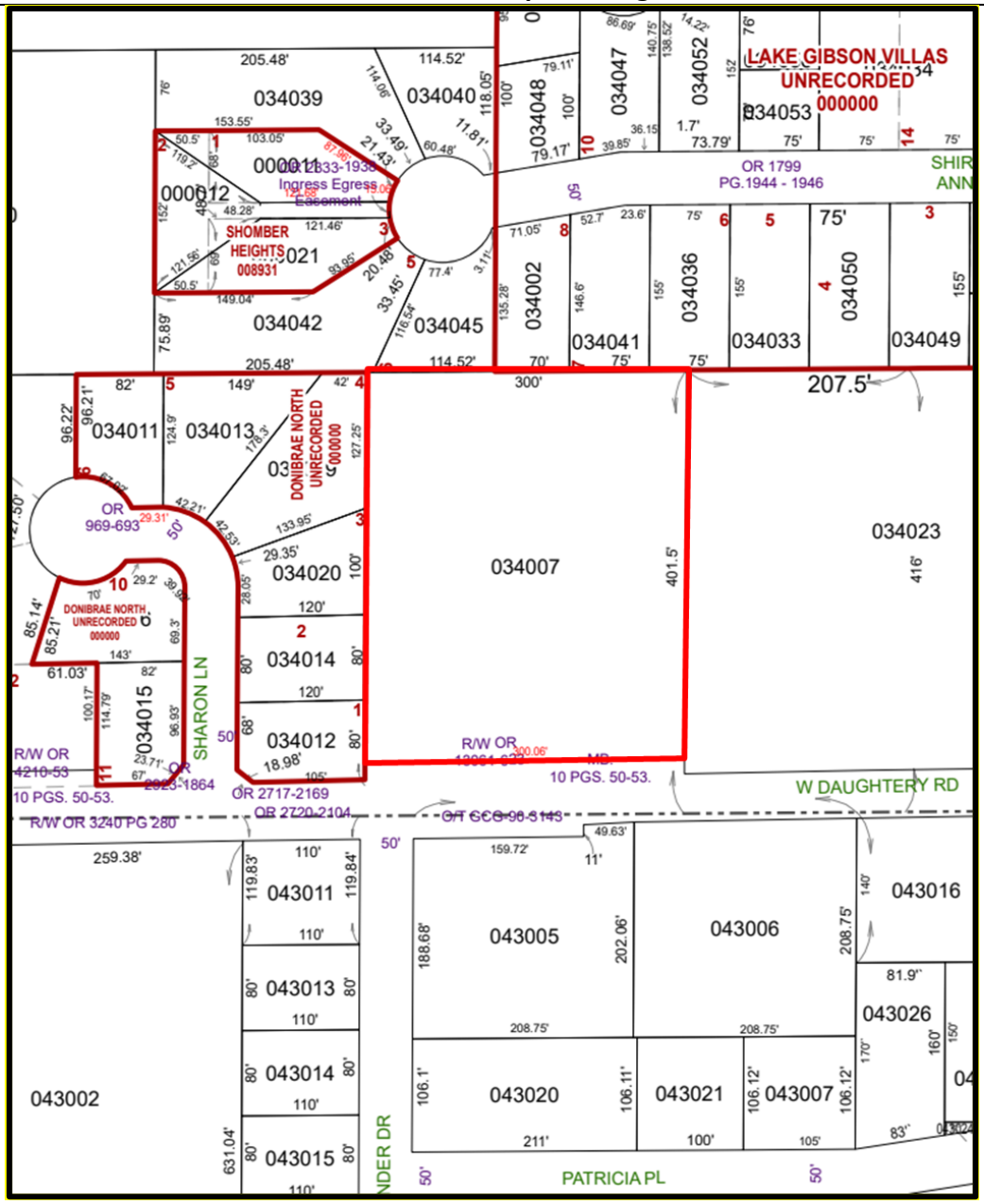
This ordinance shall be effective on February 21st, 2026 (31 days after adoption), unless the amendment is challenged. If challenged, the effective date of this ordinance shall be the date a Final Order is issued by the Department of Economic Opportunity or Administration Commission finding the amendment in compliance in accordance with Section 163.3184 (1)(b), Florida Statutes. No development orders, development permits, or land uses dependent upon this amendment, as described on the attached map of proposed land uses, may be issued or commence before it has become effective.

SECTION 6: FILING WITH THE DEPARTMENT OF STATE:

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this January 20th, 2026.

LDCPAS-2025-30
Development Area: Urban Growth Area (UGA)
Location: South of Marcum Road, east of US Highway 98, west of Norton Road, north of Daughtery Road, and east of the city of Lakeland.
Section-24 Township-27 Range-23



PARCEL DETAIL
Note: Not to Scale

Attachment "B"

SECTION 2.135-X – Development Guidelines for Parcel Number 23-27-24-000000-034007

- **POLICY 2.135-X; Through the adoption of LDCPAS-2025-26, this section of the plan enables this specific property to be developed with Residential Medium (RM) land use in a limited fashion as established in the Polk County Land Development Code through LDCT-2025-21. This agreement fulfills the objectives of the applicant and the County.**

- **Policy 2.135-X1: DESIGNATION AND MAPPING – Land use for this parcel shall be designated and mapped on the Future Land Use Map Series as Residential Medium (RM)**

- **Policy 2.135-X2: LOCATION CRITERIA – The section applies to the property legally described as:**

  BEG 624 FT E OF SW COR OF SW1/4 OF NW1/4, SECTION 24, TOWNSHIP 27 SOUTH, RANGE 23 EAST, RUN N 416 FT E 300 FT S 416 FT W 300 FT TO BEG LESS ADDNL RD R/W PER OR 13061-623

Demonstration of Need
Lake Gibson Estates

1. Could the proposed amendment promote substantial amounts of low-density, low intensity, or single use development in excess of demonstrated need?

- **The amendment is to change the land use from RL-3 to RM. RM is a Medium-density residential use and will promote slightly higher density use in the area. Likewise, the surrounding uses within 1,000' of the project boundary are all RL-3 Residential and Commercial. The proposed land use change stays in line with the Single-family residential use component to the array of surrounding uses without going into high density. As such, the RM land use is compatible with the surrounding area.**

2. Will passage of the proposed amendment allow a significant amount of urban development to occur in rural areas?

- **The site is located approximately 0.25 miles east of Highway 98. This area is considered Urban with many residential developments mixed in with supporting commercial uses. As such, the passage of the proposed amendment will not adversely affect rural areas as the immediate area is urban and the proposed land use supports the higher density residential uses of the surrounding neighborhood.**

3. Does the proposed amendment create or encourage urban development in radial, strip, isolated, or ribbon patterns emanating from existing urban development?

- **The immediate area around the site is fully built out with a mixture of residential, and commercial uses. The project site is one of the few remaining vacant parcels in the area. As such, the amendment to change to RM will comply with surrounding uses and help to complete development in this already urban area.**

4. Does the proposed amendment fail to adequately protect adjacent agriculture areas?

- **There are no adjacent agriculture areas. The surrounding area is mostly developed with residential and commercial uses.**

5. Could the proposed amendment fail to maximize existing public facilities and services?

- **The proposed amendment is to change the existing land use of RL-3 to Residential Medium (RM). This slightly higher density land use will promote additional growth and residents on this parcel which will in turn promote the use of existing public facilities and services.**

6. Could the proposed amendment fail to minimize the need for future public facilities and services?

- **The proposed amendment is to change the existing land use of RL-3 to Residential Medium(RM). The addition of the slightly higher density, given it is a small Town home Division (16 total units) residential units in this area will not over stress the public facilities and services.**

7. Will the proposed amendment allow development patterns that will disproportionately increase the cost of providing public facilities and services.

- **The proposed amendment is to change the Land Use to RL-3 for a 2.51 acre parcel. This amendment is small and alone will not cause a disproportionate increase of cost for public facilities and services.**

8. Does the proposed amendment fail to provide clear separation between urban and rural areas?

- **The subject site is located in the interior of the urban North Lakeland area. The development of this site will help to fill in some of the remaining vacant land while also being compatible with surrounding uses. There are no rural areas within the vicinity of this site.**

9. Will the proposed amendment discourage infill development or redevelopment of existing neighborhoods?

- **The areas immediately around the site are mostly Residential-Low single family residential with supporting commercial uses. The amendment to RM will allow the site to be developed as Single-family which will be a different residential use, but still be compatible with surrounding uses. The difference of these two types of residential uses will discourage infill development as the project is not an infill of the surrounding single family uses.**

10. Does the proposed amendment fail to encourage an attractive and functional mixture of land uses?

- **The surrounding area all has the same land use including single-family residential, commercial, and institutional. The addition of this change will begin to promote land use diversity in the area. As such, the proposed amendment to change this site to RM will further increase the mixture of land uses in the area.**

11. Could the proposed amendment result in poor accessibility among linked or related land uses?

- **With the surrounding land uses all being RL-3 and the change to RM, there is only a slight variation and the development of this site is unlikely to impact accessibility of other sites.**

12. As a result of approval of this amendment, how much open space will be lost?

- **With such a small change in plans from RL-3 to RM, and with the project site being a small development from 12 duplexes to 16, minimal open space will be lost.**

LAKE GIBSON ESTATES

Impact Assessment Statement

Access to Roads and Highways

1. What is the number of vehicle trips to be generated daily and at the PM peak hour based on the latest Institute of Traffic Engineers (ITE)? Please provide a detailed methodology and calculations.

Per ITE Code 210 (Residential Townhomes), the maximum trips will be 93 daily trips and 10 peak hour trips generated by this project.

2. What modifications to the present transportation system will be required because of the proposed development?

Coordination with the County & City Engineer will determine what roadway improvements are required for this development. At this time it is not likely that any road improvements will need to be made.

4. What are the proposed methods of access to existing public roads (e.g., direct frontage,
intersecting streets, and frontage roads)?

The project will propose connecting directly to W Daughtery Rd.

Environmental Analysis

1. Discuss the environmental sensitivity of the property and adjacent property in basic terms by identifying any significant features of the site and the surrounding properties.

The sites surrounding the property have been developed and do not have many environmental concerns. To the West there is a subdivision. To the Eastan assisted living facility. The subject site itself undisturbed and currently vacant. The site appears to be dense with trees. Other than existing vegetation, there are not many environmentally sensitive features on this site.

2. What are the wetland and floodplain conditions? Discuss the changes to these features which would result from the development of the site.

There are no floodplain or wetlands on the site.

3. Discuss location of potable water supplies, private wells, public well fields *(discuss the location, address potential impacts)*, and:

There are no private wells or public well fields onsite. There are existing City utilities around the site, but these will not be impacted by the site's development other than the required connection to the utilities.

4. Discuss the location of Airport Buffer Zones (if any) *(discuss the location and address, potential impacts)*.

There are no airports or airport zones within the immediate vicinity of the site.

Utility Supply

1. What is the proposed source of water supply and/or who is the service provider?

Potable Water utilities will be provided by Polk County Utilities. There is an existing water main at the northeastern side of the intersection of Daughtery Rd West and Highway 98 N.

2. What is the estimated volume of consumption in gallons per day (GPD)? (*Response may be based on Section 703 of the LDC*)

16 Townhomes x 198 GPD/unit = 3,168 GPD

3. What is the proposed source of wastewater supply and/or who is the service provider?

Wastewater utilities will be provided by the FGUA. There is an existing force main that fronts at the northeast side of Daughtery & Norton.

4. What is the estimated volume of consumption in gallons per day (GPD)? (*Response may be based on Section 703 of the LDC*)

16 Townhomes x 180 GPD/unit = 2,880 GPD

Infrastructure Impact Information

What is the nearest location (travel distance), provider, capacity or general response time, and
estimated demand of the provision for the following services:

1. Parks and Recreation.

The site is within 1.8 miles of Hunt Fountain Park. And 2 miles from Myrtle Oaks Campground. With the small size of the project, adverse impact to the parks is not expected.

2. Educational Facilities (e.g., preschool, elementary, middle school, high school);

The site is approximately 1 mile of St. Anthony Catholic School, 2 Miles from Lake Gibson Highschool, 1.5 from Lake Gibson Middle School, and 1 mile from Edgar Padgett Elementary School. With multiple schools within the vicinity of the site, and the small size of the project, adverse impact to the capacity of these schools is not expected.

3. Health Care (e.g., emergency, hospital);

The site is located within 5 miles of 6 Lakeland Regional Medical Centers.

4. Fire Protection;

The site is approximately 1 mile of Polk County Fire Rescue Station 22, and 3 miles from City of Lakeland Fire Station 6. With two fire rescue stations within the immediate vicinity of the site, fire protection for the project is not an issue.

5. Police Protection and Security;

The subject site is located within 2 miles of Polk County Sheriff's Office NW. And six miles from the Lakeland Police Department. As such police protection will not be an issue.

6. Emergency Medical Services (EMS);

As stated in the "Fire Protection" section, the site is within 1 and 3 miles of two Fire Rescue Stations which also serve as EMS services.

7. Solid Waste (collection and waste generation);

The site is approximately 6 miles from FCC Garbage Collection Service and GFL Garbage Collection Service. less from 3 Waste Management services.

8. How may this request contribute to neighborhood needs?

This request will contribute to the surrounding neighborhood by providing affordable townhomes where single-family options are sparse in a consistently growing county.

LDCPAS-2025-30 - LK GIBSON ESTATES RM

Menu Reports Help

Application Name: LK GIBSON ESTATES RM

File Date: 09/03/2025

Application Type: BOCC-CPA Small

Application Status: Revisions Required

Application Comments:

View ID	Comment	Date

Description of Work: Request for Future Land Use designation change from RL-3 to RM

Application Detail: Detail

Address: 0 W DAUGHTERY RD, LAKELAND, FL 33809

Parcel No: 232724000000034007

Owner Name: DAUGHTERY ROAD GIBSON COURT LAND TRUST

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Sarah Case		Engineer	Mailing, 3825 S. Flori...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $4,608.00

Total Fee Invoiced: $4,608.00

Balance: $0.00

Custom Fields: **LD_GEN_PUB**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
CPA Small Scale Or EAR

Variance Type
–

Brownfields Request
–

Affordable Housing

Type of Acreage
–

GENERAL INFORMATION

Expedited Review

Number of Lots
–

Will This Project Be Phased

Acreage
2.55

DRC Meeting
09/25/2025

DRC Meeting Time
10:30 AM

Rescheduled DRC Meeting
–

Rescheduled DRC Meeting Time
–

Green Swamp
No

Number of Units
–

Case File Number
–

Is this Polk County Utilities

Is this Application a result of a Code Violation
No

One Year Extension
–

FS 119 Status
Non-Exempt

Code Violation Case Number
–

ADVERTISING

Legal Advertising Date
–

BOCC1 Advertising Date
–

BOCC2 Advertising Date
–

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
–

Planning Commission Date
12/03/2025

Land Use Hearing Officer 3
–

1st BOCC Date
01/20/2026

2nd BOCC Date
–

LUHO-Level 3
–

HEARING

PC Hearing Results
–

PC Vote Tally
–

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results
–

BOCC 2nd Vote Tally
–

FINAL LETTER

Denovo Appeal
–

Denovo Results
–

Denovo Tally
–

LD_GEN_PUB_EDL

Opening DigEplan List...

DigEplan Document List
–

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-25EST-00000-53674	DIGITAL PROJECTS LD	–
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
Yes	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement, Inspections,Miscellaneous,Plats,Record Drawings, Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement
√

SELECTED AREA PLANS

Selected Area Plans

LAND USE

Selected Area Plan **LU Code**

DEVELOPMENT AREA

Development Area

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	09/11/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	10/02/2025	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	09/15/2025	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	09/11/2025	Kim Turner
Planning Review	Johnathan Sims	Approve	09/25/2025	Johnathan Sims
School Board Review	School District	Resubmittal ...	09/11/2025	School District
Review Consolidation	Lyndsay Rathke	Resubmittal ...	10/10/2025	Lyndsay Rathke
Public Notice				
Staff Report				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

Agenda Item N.3. 1/20/2026

SUBJECT

Public Hearing (LDCT-2025-21 Lake Gibson Estates Text Amendment) (Adoption Hearing) to consider the adoption of a Land Development Code Text Amendment to add development conditions in Appendix E, Section E105 for property subject to LDCPAS-2025-30 which is a land use change on 2.55 +/- acres from Residential Low (RL) to Residential Medium (RM). (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated Land Development Code Text Amendment for property located south of Marcum Road, east of Carl Floyd, US Highway 98, west of Norton Road, and north of Daughtery Road, east of the City of Lakeland, in Section 24, Township 27, and Range 23.

State law requires one Planning Commission hearing, which was held on December 3rd, 2025, with a recommendation for approval (7:0). The Board must consider amendments to the Land Development Code during two public hearings. The first reading was held on January 6, 2026. This is adoption hearing.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan (JP) Sims, MPA

Planner II

Land Development Division

(863) 534-7515

johnathansims@polkfl.gov

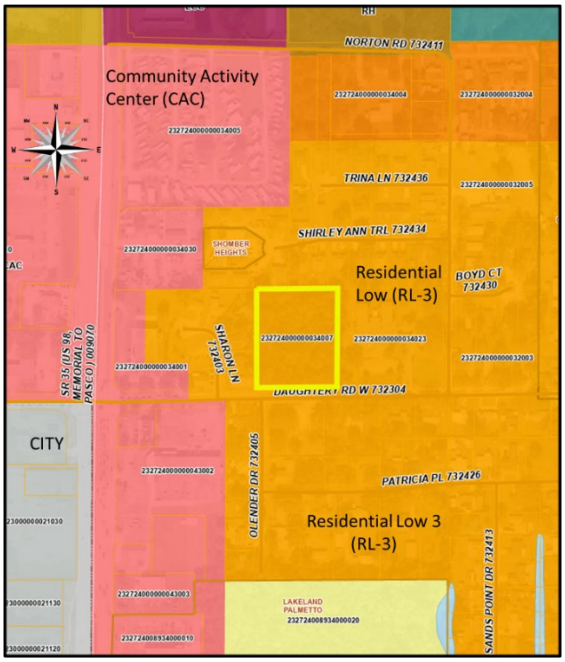
POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	September 25, 2025	**Level of Review:**	4
PC Date:	December 3, 2025	**Type:**	Land Development Code Text Amendment
BoCC Date:	January 20, 2026	**Case Numbers:**	LDCT-2025-21
		Case Name:	Lake Gibson Estates Text Amendment
Applicant:	Sarah Case, Next Level Engineering	**Case Planner:**	J.P. Sims, Planner II

Request:	Land Development Code Text Amendment to add development conditions in Appendix E, Section E105. This will add policies in Section 2.135 in the Comprehensive Plan to reference that this property has development restrictions in the LDC. Related to LDCPAS-2025-30 which is a Future Land Use Designation to change Residential Low (RL) to Residential Medium (RM)
Location:	The subject property is located south of Marcum Road, east of Carl Floyd, US Highway 98, west of Norton Road, and north of Daughtery Road, east of the Lakeland city limits, in Sections 24, Township 27, and Range 23.
Property Owner:	Daughtery Road Gibson Court Land Trust
Parcel Size/number:	2.55 +/- acres (232724-000000-034007)
Development Area:	Urban Growth Area (UGA) and TCCO Corridor
Nearest Municipality:	City of Lakeland
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (7-0)
Public Comment:	None
Florida Commerce*	N/A



Location Map



Current Future Land Use Map

Summary

The applicant, Sarah Case of Next Level Engineering, is requesting a Land Development Code Text Amendment on behalf of the property owners, Daughtery Road Gibson Court Land Trust, to place development restrictions specific to this site as part of LDCPAS-2025-30. This will amend Appendix E, Section E105 to create Section 2.135-Y in the Comprehensive Plan to prohibit certain uses from being developed and to limit the density of development to sixteen (16) dwelling units. This case is related to case LDCPAS-2025-30, where the Future Land Use designation is being changed from Residential Low (RL) to Residential Medium (RM). The subject site was part of an earlier request this year to change the land use to RM with LDCPAS-2025-3, which was denied by the Board of County Commissioners on June 17th, 2025. Residential Medium on the subject site can provide development entitlements up to ten (10) units to the acre which is thirty (25) units, while the Residential Low may allow up to five (5) units to the acre which is twelve (12) units with an approved Conditional Use. This request caps the unit count at sixteen (16), which is four (4) more units over the top end of the RL density unit count of 12. The site is located south of Marcum Road, west of Norton Road, east of US Highway 98, and north of Daughtery Road, east of Lakeland city limits, in Sections 24, Township 27, and Range 23.

Compatibility Summary

The subject site is currently vacant and undeveloped. This request will be compatible with the surrounding area as it has ingress/egress onto Daughtery Road, which is an Urban Collector. It has Residential Low (RL-3) completely surrounding it with an assisted living facility with 62 units directly adjacent to the east. There is a duplex community north of the subject site.

Infrastructure Summary

The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site. There is sufficient road capacity on all surrounding road networks. Mass transit is available nearby with the Citrus Connection's Blue Line running along US Highway 98, with the closest stop being Stop 1212 at the corner of Daughtery Road and US Highway 98, about 800 feet from the subject site. Public safety response times are normal for this part of the County, but school capacity will be an issue at the high school and middle school. The request is compatible with the available infrastructure.

Environmental Summary

The nearest neighborhood park is the Hunt Fountain Park 1.1-mile northwest of the site and the nearest regional Park is the Saddle Creek Park and Campground 6.37 miles to the southeast of the subject site. There are no wet soils on the subject site. There are no wetlands or floodplain on the site, and it does not sit within a flood zone.

Comprehensive Plan
The relevant sections of the Comprehensive Plan that are applicable to the project request:

- Policy 2.102(A1-A15): Growth Management Policies
- Policy 2.102-A10 Location Criteria
- Policy 2.105(A1-A5): Urban Growth Area (UGA)
- Policy 2.120(C1-C4): Residential Low
- Policy 2.120(D1-D4): Residential Medium

Findings of Fact

Request and Legal Status

- This is an applicant-initiated request for a Land Development Code Amendment that will prohibit certain uses from being developed in the Residential Medium (RM) Future Land Use of these specific parcels, which is part of the related case LDCPAS-2025-30

- The subject site has a Land Development Code land use district of Residential Low 3 (RL-3), which permits three (3) dwelling units to the acre which is seven (7) units.

- The subject site is in the Corridor of the Transit Centers and Corridors Overlay (TCCO).

- Residential Low in the Corridor of the TCCO is eligible for seven (7) dwelling units to the acre. Attached units in RL-3 require a Conditional Use which is a total of seventeen (17) units.

- Uses restricted on site will be:

    - a. Group Home- Large (7-14residents),
    - b. Group Home- Small (6 or less residents),
    - c. Mobile Homes- Individual,
    - d. Emergency Shelter- Medium (7-14 residents)
    - e. Emergency Shelter- Small (6 or less residents),
    - f. Recreation- Passive, Utilities- Class II,
    - g. Bed and Breakfast,
    - h. Nursing Home,
    - i. Recreation- Low Intensity,
    - j. School- Elementary, School- High, School- Middle
    - k. Retail Uses
    - l. Schools
    - m. Utilities, Classes I, II, & III
    - n. Vehicle Repair & Vehicle Service

- This request will cap the density on this site at 16 dwelling units which falls under the maximum density allowed for this site with Residential Medium (RM).

- Residential Medium in the TSDA and the TCCO Corridor permits twelve (12) dwelling units to the acre, which is a total of thirty (30) units.

Compatibility

- The existing uses surrounding the site are:
    - North – RL-3; Hilltop Heights duplex subdivision.
    - East – RL-3; New Era Assisted Living Facility.
    - West – RL-3; single-family residential.
    - South – RL-3; single-family residential.

- The general area surrounding the subject site includes mostly single family detached residential, duplexes, and an assisted living facility. Close by to the west are commercial uses along US Highway 98.

- The subject site is undeveloped.

Infrastructure

- The zoned schools for the site are Edgar Padgett Elementary, Lake Gibson Middle, and Lake Gibson High School.

- Polk County Fire Rescue Station 22 will be the response unit for fire and EMS for this site. It is located at 5201 Cornell Street in Lakeland, with an approximate travel distance of 1.3 miles.

- The subject site is within the Sheriff Department's Northwest District. The Northwest District Office is located at 1045 West Wedgewood Estates Boulevard in Lakeland and is two (2) miles away.

- The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site. The proposed RM has the potential to require more water and generate more wastewater with than the current land use.

- Daughtery Road has sidewalks along the street in front of the subject site along the north side of the road, and there are sidewalks along US Highway 98 to the west.

- Mass transit is available nearby with the Citrus Connection's Blue Line running along US Highway 98, with the closest stop being Stop 1212 at the corner of Daughtery Road and US Highway 98, about 800 feet from the subject site.

- The nearest neighborhood park is the Hunt Fountain Park 1.1-mile northwest of the site and the nearest regional Park is the Saddle Creek Park and Campground 6.37 miles to the southeast of the subject site.

Environmental

- The site is relatively flat with a high elevation of 178 feet on the west side of the parcel and a low of 175 feet at the southeast corner of the parcel.

- Site does not reside within a Conservation Easement per Property Appraiser, and is not a Possible Network Connection for the Polk Green.

- There are no wetlands or floodplain on this site. It does not reside within a flood zone.

- The soil type for the parcel is entirely made of Myakka-Immokolee-Urban land complex.

- According to Polk County Endangered Habitat Maps, the subject site is not located within a one-mile radius of an observation of a protected animal species (Source: Florida Department of Environmental Protection, 2015).

- There are no known archeological or historical resources on the subject site per data from the Florida State Historical Commission.

- There are no environmental lands nearby. The closest are the Tenoroc Fish Management Area 2.07 miles to the southeast of the site.

- There are no wells on the subject site and it is not located in a wellfield.

- The site is not within an Airport Impact District.

Comprehensive Plan Policies

- POLICY 2.102-A1 Development Location states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.

- POLICY 2.102-A2 Compatibility states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- POLICY 2.102-A3 Distribution states that development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.

- POLICY 2.102-A4 Timing states that development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.

- POLICY 2.102-A10 Location Criteria states the following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area:

a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided;
b. nearness to agriculture-production areas;
c. distance from populated areas;
d. economic issues, such as minimum population support and market-area radius (where applicable);
e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to:

1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways;
2. sanitary sewer and potable water service;
3. storm-water management;
4. solid waste collection and disposal;
5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment;
6. emergency medical service (EMS) provisions; and
7. other public safety features such as law enforcement;
8. schools and other educational facilities
9. parks, open spaces, civic areas and other community facilities

f. environmental factors, including, but not limited to:

1. environmental sensitivity of the property and adjacent property;
2. surface water features, including drainage patterns, basin characteristics, and flood hazards;
3. wetlands and primary aquifer recharge areas;
4. soil characteristics;
5. location of potable water supplies, private wells, public well fields; and
6. climatic conditions, including prevailing winds, when applicable.

- POLICY 2.105-A1: DESCRIPTION - Urban-Growth Areas shall:

a. complement the TSDA in guiding growth, while promoting orderly and compact development;
b.be located contiguous to the TSDAs or a municipality as they represent the expansion areas;
c.be supported by existing or planned urban type services that are programmed for the 20-year planning horizon;
d.be those areas where the availability of infrastructure and other community facilities and services, including, but not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed use development in close proximity to the development in the adjacent TSDAs;
e. include development criteria that:

- 1.promote the development of walkable communities which include a balance between employment opportunities, mix of complementary uses and activities, and a range of housing opportunities;
- 2.improve access to employment areas, schools, shopping and recreational opportunities;
- 3.support the preservation of open space and natural areas;

- 4.reduce capital and operating cost for the provision of infrastructure and public services.

- POLICY 2.105-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UGAs:

  - a.ACTIVITY CENTERS: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and Employment Centers, High-Impact Commercial Centers shall be permitted within UGAs in accordance with applicable criteria.
  - b.RESIDENTIAL: Residential-High, Residential-Medium, and Residential-Low Districts shall be permitted within UGAs in accordance with applicable criteria.
  - c.OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Professional Institutional, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation.

- POLICY 2.105-A5: DEVELOPMENT CRITERIA FOR URBAN GROWTH AREAS - Development within the Urban Growth Areas shall conform to the following criteria as further specified in the Land Development Code:

  - a.connect to centralized potable water;
  - b.connect to centralized sanitary sewer systems if available.
  - c.incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;
  - d.promote the implementation of "Complete Street" and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element;
  - e.promote the integration of pedestrian-oriented features, including sidewalks, trails, or walkways into every development including appropriate pedestrian shelters or awnings;
  - f.provide access to civic space, parks, green areas, and open space and other amenities;
  - g.be supported by public safety (i.e., fire, EMS and law enforcement);
  - h.have access to public schools;
  - i.be encouraged to provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas;
  - j.encourage the inclusion of a variety of housing choices and mixed uses; and
  - k.additional standards supporting transit if development is within the "Corridor and Center Overlay" (Section 2.124-A);

- POLICY 2.120-C1: CHARACTERISTICS - Densities up to, and including, 5.00 DU/AC. The Residential-Low classification is characterized by single-family dwelling units, duplex units, and small-scale multi-family units.

- POLICY 2.120-D1: CHARACTERISTICS - Densities up to, and including, 10.00 DU/AC. The Residential-Medium classification is characterized by single-family dwelling units, duplex units, and multi-family units.

- POLICY 2.120-D2: DESIGNATION AND MAPPING - Residential-Medium districts shall be located throughout TSDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "RM."

- POLICY 2.120-D3: LOCATION CRITERIA - Residential-Medium areas shall be located only within TSDAs, UGAs, SDAs, and UEAs and activity centers. The placement of Residential-Medium shall be evaluated based on the general criteria listed in Policy 2.119-A2.

- POLICY 2.120-D4: DEVELOPMENT CRITERIA - Residential development may contain a variety of housing types as defined by the Land Development Code and shall be permitted at a density of up to 10 DU/AC. Additionally, community facilities are permitted in accordance with policies of this Plan.

Development Review Committee Recommendation: Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions, the proposed request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code, and therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCT 2025-21.**

Planning Commission Recommendation: On December 3rd, 2025, in an advertised public hearing, the Planning Commission voted 7:0 to **recommend APPROVAL of LDCT-2025-21.**

NOTE: *This staff report was prepared without the benefit of testimony and evidence submitted by the public and other interested parties at a public hearing.*

NOTE: *All written comments made in the application and subsequent submissions of information made during the application review process, which are on file with the Land Development Division, shall be considered to be binding upon the applicant, provided such comments are not at variance with the Comprehensive Plan, LDC or other development regulations in effect at the time of development.*
NOTE: *Issuance of a development permit by the county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law*.

Analysis
This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

Surrounding Uses
Table 1 identifies the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent.

Table 1 Surrounding Uses

Northwest RL-3; Shomber Heights duplexes: CAC; undeveloped	**North** RL-3; Multifamily duplexes	**Northeast** RL-3; Multifamily duplexes
West RL-3; Single family residential	**Subject Site** RL-3; undeveloped	**East** RL-3; New Era Assisted Living Facility
Southwest RL-3; Single family residential: CAC; IES Residential	**South** RL-3; Single family residential	**Southeast** RL-3; Single family residential

Source: Polk County Geographical Information System and site visit by County staff

Compatibility with the Surrounding Uses

According to *Policy 2.102-A2* of Polk County's Comprehensive Plan, "land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; and c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development." The "development criteria" and the "density and dimensional regulations" of a land use district are often the measuring tools used by staff to determine compatibility and the appropriateness of locating differentiating uses. Compatibility is defined in the Comprehensive Plan as "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

A. Land Uses

The purpose of Urban Growth Area (UGA) is to serve as a foundation from which a future urban pattern is established, and to provide future areas for development at urban densities and intensities. UGA's are areas within the County that, at a minimum, are currently served, or are programmed within the applicable Comprehensive Plan Capital Improvement Program to be served within years 10 through 20 of the Comprehensive Plan's planning period. UGA's are also supported by, or programmed to be supported by, other services typically found to accompany urban development such as public safety services, an urban road network, and developed parks.

The request of LDCPAS-2025-30 is a Future Land Use designation that is reflective of the development in the area. While the land has been designated Residential Low, it currently is undeveloped but abuts residential uses on almost all sides. There is also an assisted living facility

to the east of the subject site that has 62 beds on site. The majority of the surrounding uses are single family residential.

The subdivision to the north of the subject site is Shomber Heights, which is an RL-3 land use, but has primarily duplexes developed on site.

On June 17, 2025, the Board of County Commissioners denied LDCPAS-2025-3, which was a request to change the Future Land Use on this same parcel from RL to RM. It was denied based on compatibility that the new allowable density would be too high and out of context with the surrounding area. To alleviate this, the applicant has also submitted LDCTD-2025-21, which will limit the uses allowed on the parcel and limit the density to that of standard Residential Medium, not to exceed 16 total dwelling units.

B. Infrastructure

The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site. The site is adjacent to Daughtery Road East, an Urban Collector, while also having close access to US Highway 98, a Principal Arterial. There is available transportation capacity on both roads, but US 98 is expected to be a failing road link within five years. Public safety response times are normal for this part of the County. While there is capacity within the elementary school, the middle and high schools are currently showing as overcapacity. The request is compatible with the available infrastructure.

Nearest Elementary, Middle, and High School

The schools zoned for the subject property are the zoned schools listed in Table 2 below. Per the requirements in Chapter 7 of the Land Development Code, the applicant will have to work out capacity for any development request with the school board as the high school and middle school do currently show as overcapacity.

Table 2 School Information

Name of School	Annual Estimated Demand	% Capacity 2022-2023 School Year	Average driving distance from subject site
Edgar Padgett Elementary School	**3 students**	**65%**	**1.0 miles**
Lake Gibson Middle School	**1 student**	**110%**	**1.6 miles**
Lake Gibson High School	**1 student**	**110%**	**1.9 miles**

Source: Polk County School Board, Polk County Impact Fee Ordinance, GIS

Per Section 703 of the Land Development Code, if the concurrency determination indicates that there is not adequate capacity of any public facility or service within the impacted service area the Department shall deny issuance of a Certificate of Concurrency or issue a Certificate of Concurrency subject to one or more of the following conditions:

a. Reduction of project size, density, and intensity to reduce the impacts of the development to less than or equal to the available capacity; and

b. Require the provision, by the applicant, of the necessary public facilities and services, including any off-site transportation improvements, to achieve available capacity and site improvements recommended in the traffic study. The provision of public facilities and services shall comply with the Comprehensive Plan and all applicable ordinances. The commitment, by the applicant, to construct public facilities and services prior to the issuance of a building permit must be included as a condition to the Certificate of Concurrency. The County may, at its option, reimburse the applicant for the costs of the excess capacity provided by the applicant. The improvements shall be in place prior to the Certificate of Occupancy.

c. The applicant enters into a binding Proportionate Share Agreement pursuant to the Transportation Proportionate Fair-Share Program provided for in Section 703. N.

Nearest Sheriff, Fire, and EMS Station

Table 3 below displays that the nearest Sheriff District office and Fire/EMS stations. Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within the County.

Table 3 Public Safety Information

	Name of Station	**Distance Response Time***
Sheriff	**Northwest District Command Unit (**1045 W Wedgewood Estates Blvd, Lakeland, FL 33809**)**	2 +/- miles Priority 1 – 11:17 Priority 2 – 32:50
Fire/ EMS	**Station #22** (5201 Cornell St, Lakeland, FL 33810)	1.3 +/- miles

Source: Polk County Sheriff's Office & Polk County Fire Rescue. Response times for March 2025.

Water and Wastewater

A. Estimated Demand

The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site. The proposed RM has the potential to require more water and generate more wastewater with than the current land use.

Table 4 Estimated Water and Sewer Impact Analysis

Permitted Intensity	**Maximum Permitted in Existing** **Land Use RL-3 with Planned Development**	**Maximum Permitted in** **Potential RM with Planned Development**	**Maximum Permitted in Proposed RM with LDCT limitations in place.**
2.55 +/-acres	**2.55 +/- acres X 5 du/ac =** **12 du**	**2.55 +/- acres X 10 du/ac =** **25 du**	 **16 du**

Potable Water Consumption	**12 du X 360 GPD = 4,320 GPD**	**25 du X 198 GPD = 4,950 GPD**	**16 du X 198 GPD = 3,168 GPD**
Wastewater Generation	**12 du X 270 GPD = 3,240 GPD**	**25 du X 180 GPD 4,500 GPD**	**16 du X 180 GPD 2,880 GPD**

Source: Concurrency Manual: RL-3 for single family residence is 360 GPD for water and 270 GPD for wastewater, Multifamily @ 198 GPD Potable water and 180 Wastewater.

B. Service Provider

The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site.

C. Available Capacity

Information is not available for capacity as the water is handled by FGUA.

D. Planned Improvements

There are no improvements planned at this time.

Roadways/Transportation Network

A. Estimated Demand

Table 5, following this paragraph, shows the Average Annual Daily Trip (AADT) rate and the PM Peak hour trip rate. The Future Land Use change may result in higher trips.

Table 5 Estimated Transportation Impact Analysis

Permitted Intensity	**Maximum Permitted in Existing Land Use RL-3 w/ Planned Development**	**Maximum Permitted in Proposed RM w/ Planned Development**	**Maximum Permitted in Proposed RM with LDCT limitations in place.**
2.55 +/-acres	**2.55 +/- acres X 5 du/ac = 12 du**	**2.55 +/- acres X 10 du/ac = 25 du**	**16 du**
Average Annual	**12 du X 7.81AADT = 94 Trips (100% New Trips)**	**25 du X 6.74 AADT = 169 Trips (100% New Trips)**	**16 du X 6.74 AADT = 108 Trips (100% New Trips)**
PM Peak	**12 du X 1.0 AADT = 12 Trips**	**25 du X 0.51 AADT = 13 Trips**	**16 du X 0.51 AADT = 8 Trips**

Source: Concurrency Manual and Table for Minor Traffic Study –Residential Medium (RM) Multifamily Housing (Low-Rise) at 6.74 AADT and 0.51 PM Peak Hours (100% new trips), and RL-1 for Single Family Residential uses 7.81 AADT and 1 AADT at PM Peak Hours.

B. Available Capacity

The roads surrounding the subject site have sufficient capacity to accommodate PM traffic for residential uses. The table after this paragraph provides the current PM Peak Hour capacities of the nearby road links. It is also relevant to consider the distribution of traffic as it leaves a development site. As traffic leaves a site the impact is not at the same intensity the father away from the site as it is at the driveway.

Table 6

Link #	**Road Name**	**Current LOS**	**Available Capacity**	**Minimum LOS Standard**	**Projected Five Year LOS**
8006E	Daughtery Road East (US 98 to CR 582)	C	367	D	C
8006W		C	349	D	C
5416N	US 98 (Daughtery Road W to Socrum Loop Road W)	C	148	D	F
5416S		D	72	D	F

Source: Polk Transportation Planning Organization, Roadway network Database 2023

C. Roadway Conditions

Daughtery Road East is an Urban Collector with available capacity in both directions. US Highway 98 is a Principal Arterial that currently has capacity but is expected to be a failing road link with in the next five years. The Pavement Condition Index (PCI) for Daughtery Road is Poor while US 98 is not tracked. The condition of the roadways and the LOS change over time. The conditions are addressed when development accesses a road during the Level 2 Review. LOS is a tool that can limit the intensity of a development.

D. Sidewalk Network

Daughtery Road East has sidewalks along the north side of the street of the subject site along its entire property frontage. US Highway 98 also has sidewalks that run along the entire road link.

E. Planned Improvements:

There are currently no planned County improvements along any of the traffic links.

F. Mass Transit

Mass transit is available nearby with the Citrus Connection's Blue Line running along US Highway 98, with the closest stop being Stop 1212 at the corner of Daughtery Road and US Highway 98, about 800 feet from the subject site.

Park Facilities:

The following analysis is based on public recreation facilities.

A. Location:

The nearest neighborhood park is the Hunt Fountain Park 1.1 miles northwest of the site and the nearest regional Park is the Saddle Creek Park and Campground 6.37 miles to the southeast of the subject site.

B. Services:

Hunt Fountain Park amenities include Basketball Courts, Football Fields, Horse Arena, Pavilion, Picnic Area, Playground, Restrooms, Soccer Fields, Tennis Courts. Saddle Creek Park and Campground amenities Baseball Fields, Boat Launching Site, Campground, Gun Range, Picnic Area, Playground, Restrooms, Walking Paths/Trails, Wildlife Viewing.

C. Multi-use Trails:

The closest free hiking trail is in the Gator Creek Reserve which is 4.4 miles north of the subject site.

D. Environmental Lands:

This site contains no County owned environmental lands. The closest environmental lands to the site are the Tenoroc Fish Management Area that can be found 2.1 miles to the southeast of the subject site. Site does not reside within a Conservation Easement per Property Appraiser, and is not a Possible Network Connection for the Polk Green.

E. Planned Improvements:

There are no further recreation improvements scheduled for this area of the County at this time.

Environmental Conditions

The soil type for the parcel is entirely made of Myakka-Immokolee-Urban land complex, which can be problematic for building and drains poorly.

A. Surface Water:

There is no surface water on the subject site.

B. Wetlands/Floodplains:

There are no wetlands or floodplains on the site, and the site does not reside within a flood zone.

C. Soils:

The subject site is entirely comprised of Myakka-Immokolee-Urban land complex as listed in Table 8 following this paragraph.

Table 8

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Dwellings w/o Basements**	**% of Site** *(approximate)*
Myakka-Immokalee-Urban land complex	Severe: wetness, poor filter	Severe: wetness	100%

*Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service *Because of poor filtration, ground water contamination is a hazard in many areas that have a concentration of homes with septic tanks.*

D. Protected Species

According to the Florida Biodiversity Matrix GIS application, no threatened or endangered plant or animal species exist on the site. If any are discovered, the applicant shall properly protect the specie(s) or mitigate any impacts consistent with federal, state, and local law.

E. Archeological Resources:

According to the Florida Department of State, Division of Historical Resources, there are no archeological sites listed in the Florida Master Site File.

F. Wells (Public/Private)

The subject site is not located in a Wellfield Protection District and does not have any wells on site. The site will be connecting to water from Aqua Utilities. The nearest Wellfield is about 0.51 miles to the east of the subject site.

G. Airports:

The site is not within an Airport Impact District.

Economic Factors:

There are no known economic factors that would impact the development of this site.

Consistency with the Comprehensive Plan

Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent** with the Comprehensive Plan is listed below:

Table 8 Comprehensive Plan and Land Development Code

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	The Comprehensive Plan permits a variety of different Future Land Use designations in urban areas and contribute to a combination of mixed uses. Residential Medium is in context with the surrounding area as there are duplexes to the north of the site and an assisted living facility to the east. There is commercial uses nearby to the west along US 98.
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing Communities.	The lands surrounding the subject site are already a combination of duplexes and single-family homes. The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site. This request is consistent with this policy.

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.	
POLICY 2.102-A10: LOCATION CRITERIA - The following factors shall be taken into consideration when determining the appropriateness of establishing or expanding any land use or development area: a. nearness to incompatible land uses and future land uses, unless adequate buffering is provided, b. nearness to agriculture-production areas; c. distance from populated areas; d. economic issues, such as minimum population support and market-area radius (where applicable);e. adequacy of support facilities or adequacy of proposed facilities to be provided by the time of development, including, but are not limited to: 1. transportation facilities, including but not limited to, mass transit, sidewalks, trails and bikeways; 2.sanitary sewer and potable water service; 3. storm-water management; 4. solid waste collection and disposal; 5. fire protection with adequate response times, properly trained personnel, and proper fire-fighting equipment; 6. emergency medical service (EMS) provisions; and 7. other public safety features such as law enforcement; 8. schools and other educational facilities 9. parks, open spaces, civic areas and other community facilities, f. environmental factors, including, but not limited to: 1. environmental sensitivity of the property and adjacent property; 2. surface water features, including drainage patterns, basin characteristics, and flood hazards; 3. wetlands and primary aquifer recharge areas; 4. soil characteristics; 5. location of potable water supplies, private wells, public well fields; and 6. climatic conditions, including prevailing winds, when applicable.	The timing is consistent with the growth in the area as the surrounding sites are already designated for a variety of uses. There is ample connectivity to water, wastewater, and electricity. Fire and Sheriff are close by with low response times. Two of the schools that are zoned for the site are at capacity so mitigation efforts will need to be made before a certificate of occupancy can be provided. The overall parcel does not contain wetlands or floodplains, and does not sit within a flood zone. Site directly accesses an Urban Collector in Daughtery Road East.
POLICY 2.105-A1: DESCRIPTION - Urban-Growth Areas shall: a.complement the TSDA in guiding growth, while promoting orderly and compact development;b.be located contiguous to the TSDAs or a municipality as they represent the expansion areas;c.be supported by existing or planned urban type services that are programmed for the 20-year planning horizon;d.be those areas where the availability of infrastructure and other community facilities and services, including, but	Residential Medium is allowed in the UGA. There are sidewalks along the street in front of the site along Daughtery Road and to the east on US 98. The change from Residential Low to Residential Medium will compliment the surrounding land uses.

Comprehensive Plan Policy	Consistency Analysis
not limited to mass transit and other transportation alternatives, utilities, public safety, recreational and educational services, promotes and supports the location of higher density and intensity compact, mixed use development in close proximity to the development in the adjacent TSDAs;e.include development criteria that:1.promote the development of walkable communities which include a balance between employment opportunities, mix of complementary uses and activities, and a range of housing opportunities;2.improve access to employment areas, schools, shopping and recreational opportunities;3.support the preservation of open space and natural areas;4.reduce capital and operating cost for the provision of infrastructure and public services.	
POLICY 2.105-A3: LAND USE CATEGORIES - The following land use categories shall be permitted within UGAs: a.ACTIVITY CENTERS: Regional Activity Centers, Community Activity Centers, Neighborhood Activity Centers, Convenience Centers, Tourism Commercial Centers, and Employment Centers, High-Impact Commercial Centers shall be permitted within UGAs in accordance with applicable criteria. b.RESIDENTIAL: Residential-High, Residential-Medium, and Residential-Low Districts shall be permitted within UGAs in accordance with applicable criteria.c.OTHER: Linear Commercial Corridors, Commercial Enclaves, Industrial, Business-Park Centers, Professional Institutional, Office Centers, Leisure/Recreation, Institutional, Recreation and Open Space, Preservation.	The proposed Residential Medium Future Land Use designation is permitted in the UGA. The applicant will be required to demonstrate consistency with the UGA Development Criteria. Therefore, this request is consistent with the UGA policies. The subject site has access to water and wastewater from the Florida Governmental Utility Authority, or FGUA, per their service map found on their site. The sidewalks fronting the property promote walkability in the surrounding area. Public Safety is readily available nearby. The zoned high school and middle school does have a capacity issue, so mitigation efforts will be necessary with the Polk County School Board once the Level 2 Review is completed.
POLICY 2.105-A5: DEVELOPMENT CRITERIA FOR URBAN GROWTH AREAS - Development within the Urban Growth Areas shall conform to the following criteria as further specified in the Land Development Code: a.connect to centralized potable water;b.connect to centralized sanitary sewer systems if available.c.incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;d.promote the implementation of "Complete Street" and	

Comprehensive Plan Policy	Consistency Analysis
"Conservation Development" principles as established under Section 2.1251, Community Design, of this element;e.promote the integration of pedestrian-oriented features, including sidewalks, trails, or walkways into every development including appropriate pedestrian shelters or awnings;f.provide access to civic space, parks, green areas, and open space and other amenities;g.be supported by public safety (i.e., fire, EMS and law enforcement);h.have access to public schools;i.be encouraged to provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas;j.encourage the inclusion of a variety of housing choices and mixed uses; andk.additional standards supporting transit if development is within the "Corridor and Center Overlay" (Section 2.124-A);	
POLICY 2.120-D1: CHARACTERISTICS - Densities up to, and including, 10.00 DU/AC. The Residential-Medium classification is characterized by single-family dwelling units, duplex units, and multi-family units. POLICY 2.120-D2: DESIGNATION AND MAPPING - Residential-Medium districts shall be located throughout TSDAs, UGAs, SDAs, and UEAs as designated on the Future Land Use Map Series as "RM." POLICY 2.120-D3: LOCATION CRITERIA - Residential-Medium areas shall be located only within TSDAs, UGAs, SDAs, and UEAs and activity centers. The placement of Residential-Medium shall be evaluated based on the general criteria listed in Policy 2.119-A2. POLICY 2.120-D4: DEVELOPMENT CRITERIA - Residential development may contain a variety of housing types as defined by the Land Development Code and shall be permitted at a density of up to 10 DU/AC. Additionally, community facilities are permitted in accordance with policies of this Plan.	Future Land Uses to the north of the subject site are consistent in use to the Residential Medium being requested in that they have duplexed developed on site already. Daughtery Road East is an Urban Collector with sufficient capacity. Applicant is indicating an interest in constructing townhomes, which is allowable in Residential Medium.

Urban Sprawl Analysis

After analyzing the primary indicators of Urban Sprawl per *Policy 2.109-A10* of the Polk County Comprehensive Plan, it is apparent that the proposed request is not considered urban sprawl based on these criteria and it is permitted in the designated area. Table 9 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Table 9 Urban Sprawl Criteria

Urban Sprawl Criteria: The following criteria are the primary indicators of urban sprawl per Florida Statutes	
Urban Sprawl Criteria	**Sections where referenced in this report**
a. *Promotes substantial amounts of low-density, low-intensity, or single use development in excess of demonstrated need.*	Summary of analysis
b. *Allows a significant amount of urban development to occur in rural areas.*	Summary of analysis
c. *Designates an urban development in radial, strip isolated, or ribbon patterns emanating from existing urban developments.*	Summary of analysis, surrounding Development, compatibility
d. *Fails to adequately protect and conserve natural resources and other significant natural systems.*	Summary of analysis, surrounding Development, compatibility
e. *Fails to adequately protect adjacent agricultural areas.*	Compatibility with Surrounding Land Uses
f. *Fails to maximize existing public facilities and services.*	Summary of Analysis, Infrastructure
g. *Fails to minimize the need for future facilities and services.*	Summary of Analysis, Infrastructure
h. *Allows development patterns that will disproportionately increase the cost of providing public facilities and services.*	Summary of Analysis, Infrastructure
i. *Fails to provide a clear separation between urban and rural uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
j. *Discourages infill development or redevelopment of existing neighborhoods.*	Summary of Analysis, Compatibility with Surrounding Land Uses
k. *Fails to encourage an attractive and functional mixture of land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
l. *Will result in poor accessibility among linked or related land uses.*	Summary of Analysis, Compatibility with Surrounding Land Uses
m. *Results in the loss of a significant amount of open space.*	Summary of Analysis, Compatibility with Surrounding Land Uses

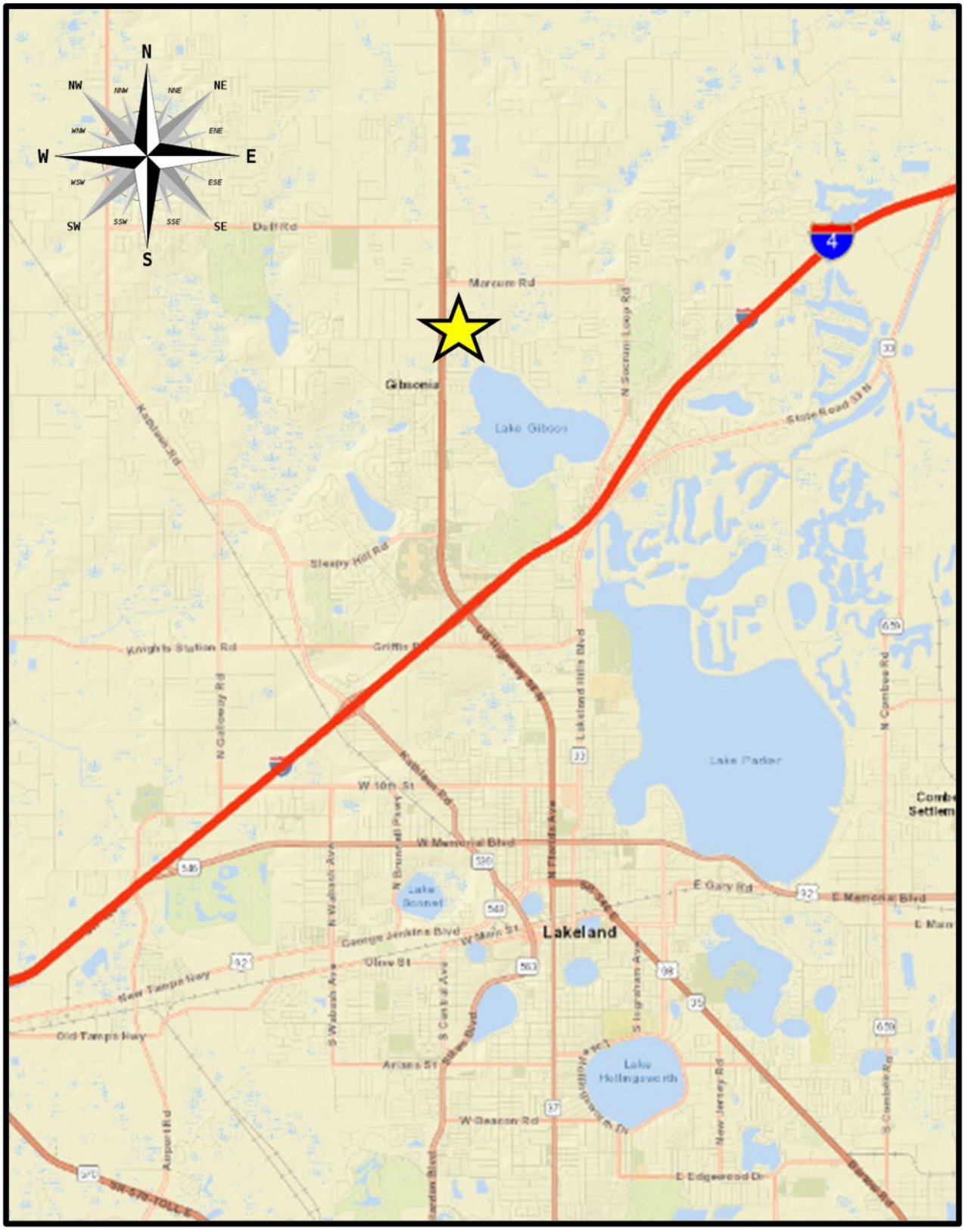
Comments from other agencies

No comments

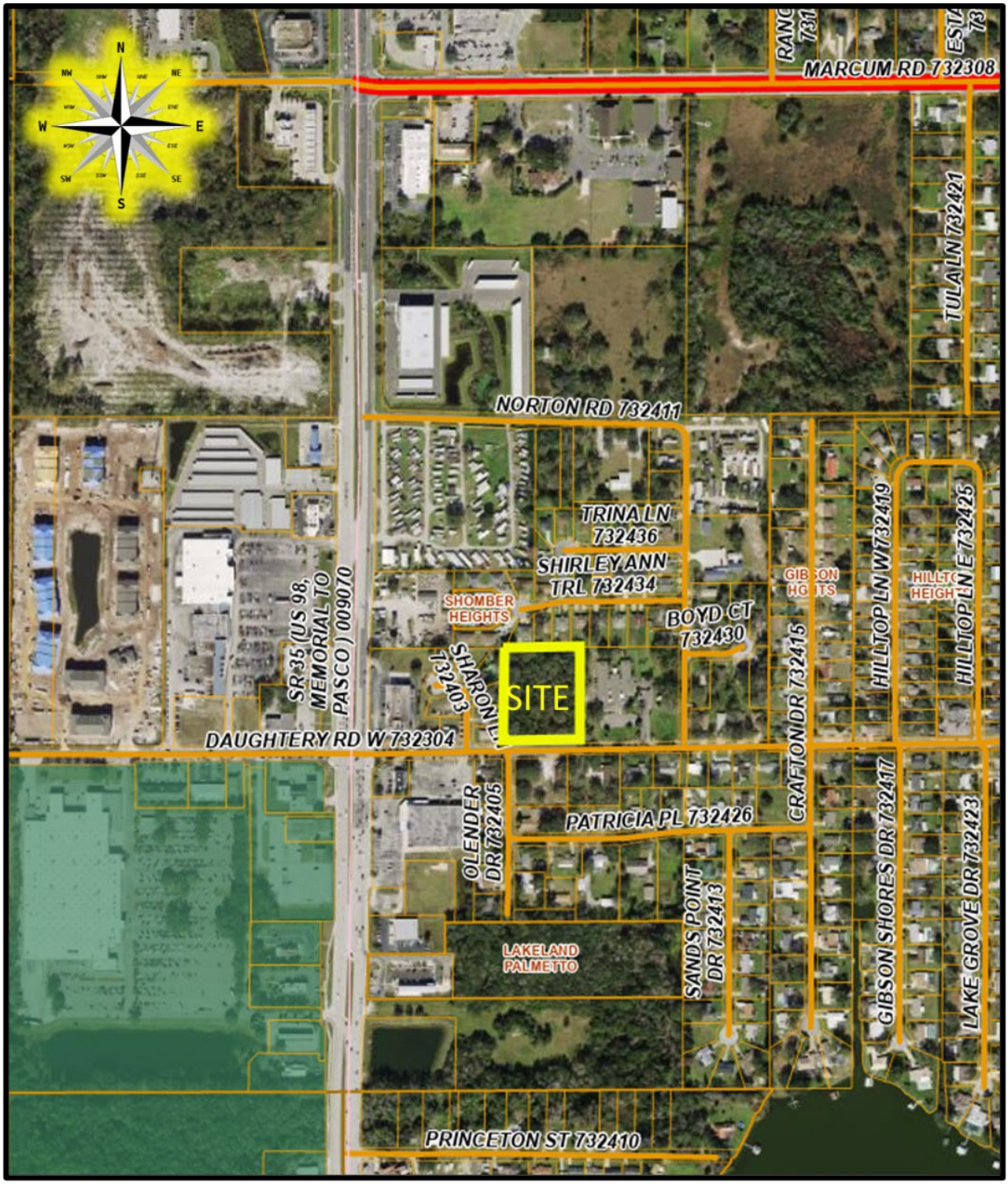
Exhibits:

Exhibit 1	Location Map
Exhibit 2	2023 Aerial Context Map
Exhibit 3	2023 Aerial Close Up
Exhibit 4	Current Future Land Use Map
Exhibit 5	Proposed Future Land Use Map
Exhibit 6a	RM Permitted and Conditional Uses
Exhibit 6b	RL-3 Permitted and Conditional Uses

Applicant's submitted documents and ordinance as separate files



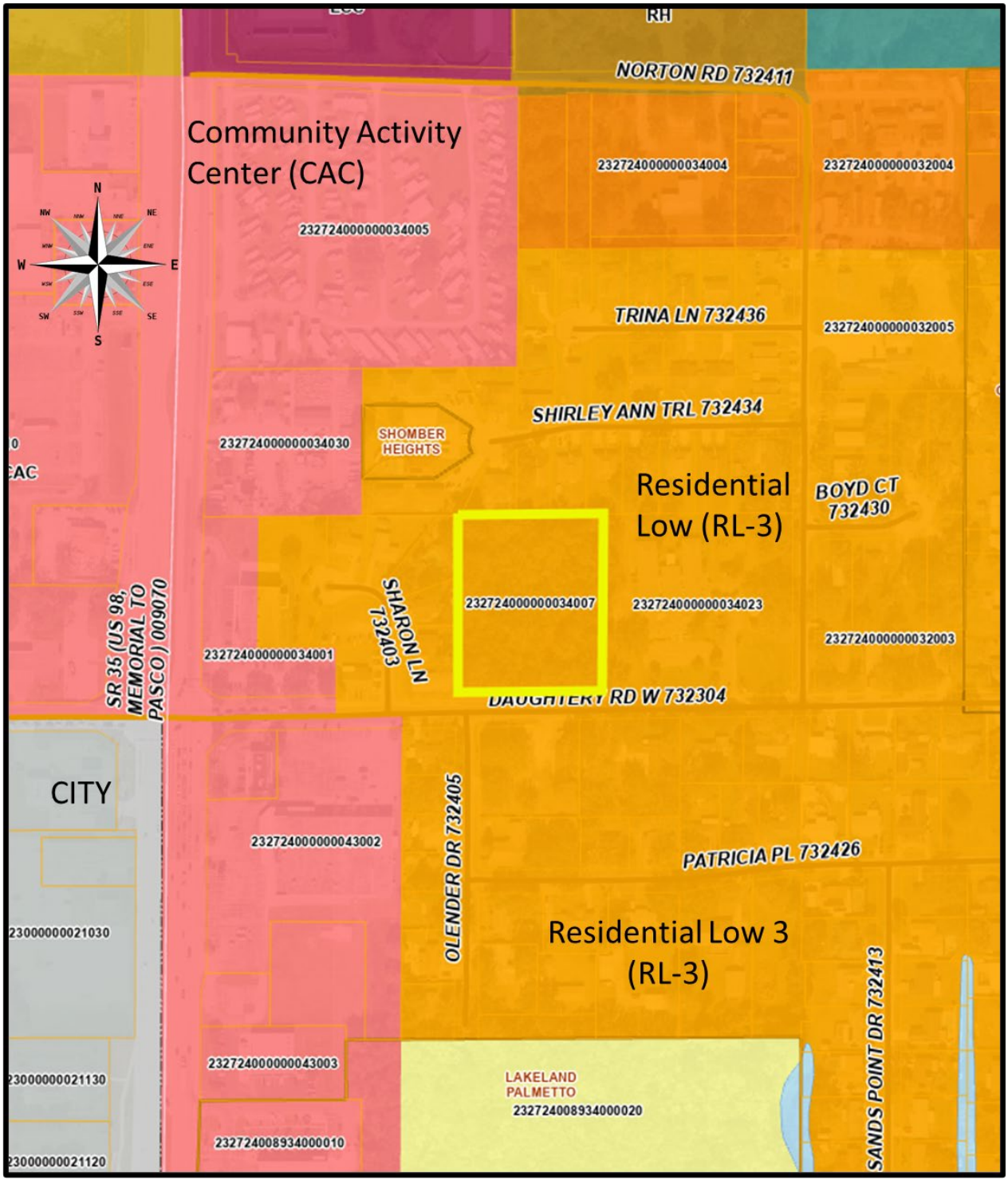
LOCATION MAP



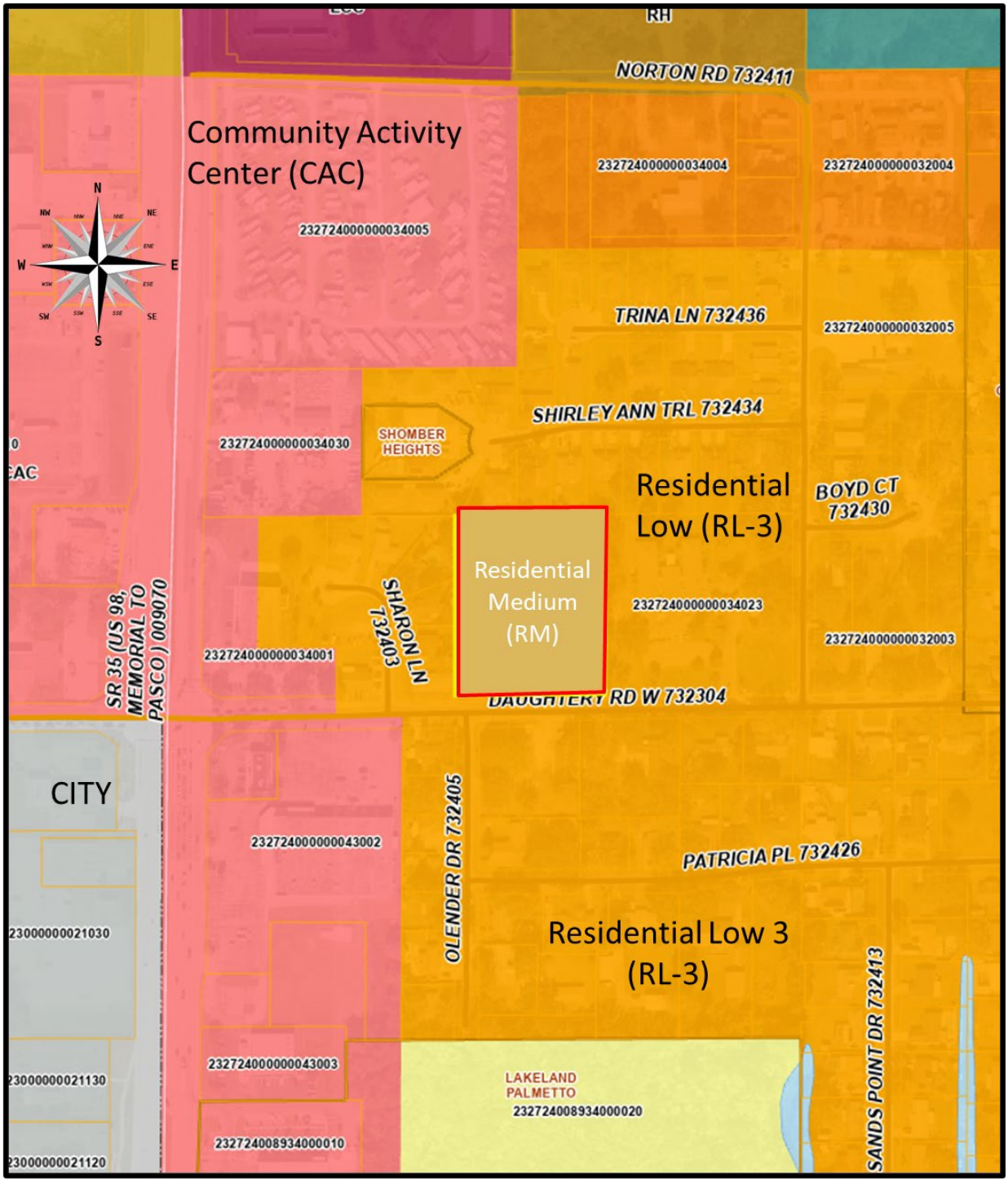
2023 AERIAL PHOTO CONTEXT



2023 AERIAL PHOTO CLOSE UP



CURRENT FLUM
Residential Low (RL-3)



PROPOSED FLUM
Residential Medium (RM)

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
RM	Duplex- Two-family Attached, Multi-family, Single-family Detached Home & Subdivision, Farming General, Utilities- Class I	~~Group Home- Large (7-14 residents), Group Home- Small (6 or less residents), Mobile Homes- Individual, Emergency Shelter- Medium (7-14 residents), Emergency Shelter- Small (6 or less residents), Recreation- Passive, Utilities- Class II, Bed and Breakfast, Nursing Home, Recreation- Low Intensity, School- Elementary, School- High, School- Middle~~	~~Group Living Facility (15 or more residents), Mobile Home Park, Mobile Home Subdivision, Short-Term Rental Unit, Planned Development, Residentially Based Mixed Development (RBMD), Transitional Area Development, Adult Day Care Center (7 or more clients), Childcare Center, Communication Tower- Monopole, Communication Towers- Guyed and Lattice, Community Center, Cultural Facility, Emergency Shelter- Large (15 or more residents)~~, Golf Course, ~~Government Facility, Helistops, Mining- Non-phosphate, Recreation- High Intensity, Recreation- Vehicle Oriented, Religious Institution, School- Leisure/Special Interest, School- University/College, Utilities- Class III~~

Residential Medium (RM)
PERMITTED AND CONDITIONAL USES with the red strikeout displaying prohibited uses based on this request

FLU	PERMITTED (By Right)	CONDITIONAL USE Level 1 or 2 Review (Technical Staff Review)	CONDITIONAL USE Level 3 or 4 Review (Public Hearing)
RL-3	Single-family Detached Home & Subdivision, Farming General, Utilities- Class I	Group Home- Small (6 or less residents), Mobile Homes- Individual, Emergency Shelter- Small (6 or less residents), Golf Course, Recreation- Passive, Utilities- Class II, Residential Infill Development, Recreation- Low Intensity, School- Elementary, School- Middle	Duplex- Two-family Attached, Group Living Facility (15 or more residents), Multi-family, Short-Term Rental Unit, Planned Development, Residentially Based Mixed Development (RBMD), Transitional Area Development, Adult Day Care Center (7 or more clients), Bed and Breakfast, Childcare Center, Communication Tower- Monopole, Communication Towers- Guyed and Lattice, Community Center, Cultural Facility, Emergency Shelter- Large (15 or more residents), Government Facility, Helistops, Mining- Non-phosphate, Recreation- High Intensity, Recreation- Vehicle Oriented, Religious Institution, School- High, School- Leisure/Special Interest, Utilities- Class III, Mobile Home Park, Mobile Home Subdivision

Residential Low (RL-3)
PERMITTED AND CONDITIONAL USES

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-21, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; TO ADD DEVELOPMENT CONDITIONS IN APPENDIX E, SECTION E105, PARCEL SPECIFIC LAND USE TO ADD DEVELOPMENT RESTRICTIONS IN THE LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on December 3, 2025; and

WHEREAS, the Board of County Commissioners held two public hearings on January 6, 2026 and January 20, 2026, wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk County, Florida that:

NOTE: The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: FINDINGS The Board hereby finds and determines that:

a) The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted.

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on December 3, 2025, to consider the LDC text amendments contained within Application LDCT-2025-21 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-21.

c) The adoption of LDCT-2025-21 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Appendix E, Section E105 of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Table E1 is to be amended in the following manner:

Section E105 Parcel Specific Comprehensive Plan Amendments (CPA) with Conditions

Subsection	CPA Case Number	CPA Approval	Parcel Number
Z.	LDCPAS-2025-30 Lake Gibson Estates CPA	January 20, 2026	232724-000000-034007

Z. Parcel Specific Comprehensive Plan Amendments with Conditions for LDCPAS-2025-30.

1. Applicability
The provisions and requirements of this Subsection apply to the subject site, the boundaries which are shown on the Future Land Use Map Series and Land Use District maps, more particularly those depicted in the panel showing Range 23, Township 27, and Section 24. The entire site legally described as:

LEGAL DESCRIPTION
232724-000000-034007

BEG 624 FT E OF SW COR OF SW1/4 OF NW1/4, SECTION 24, TOWNSHIP 27 SOUTH, RANGE 23 EAST, RUN N 416 FT E 300 FT S 416 FT W 300 FT TO BEG LESS ADDNL RD R/W PER OR 13061-623

2. Prohibited uses –
The following uses are prohibited on this subject parcel:
Group Home- Large (7-14residents),
Group Home- Small (6 or less residents),
Mobile Homes- Individual,
Emergency Shelter- Medium (7-14 residents),
Emergency Shelter- Small (6 or less residents),
Recreation- Passive,
Utilities- Class II,
Bed and Breakfast,

Nursing Home,
Recreation- Low Intensity,
School- Elementary,
School- High, School- Middle,
Group Living Facility (15 or more residents),
Mobile Home Park, Mobile Home Subdivision,
Short-Term Rental Unit, Planned Development,
Residentially Based Mixed Development (RBMD),
Transitional Area Development,
Adult Day Care Center (7 or more clients),
Childcare Center,
Communication Tower- Monopole,
Communication Towers- Guyed and Lattice,
Community Center,
Cultural Facility,
Emergency Shelter- Large (15 or more residents), Golf Course,
Government Facility,
Helistops,
Mining- Non-phosphate,
Recreation- High Intensity,
Recreation- Vehicle Oriented,
Religious Institution,
School-Leisure/Special Interest, School-University/College, Utilities- Class III.

3. Density -
   The intensity of development to be maximized at 16 total dwelling units.

SECTION 3: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Florida Commerce posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

SECTION 5: FILING WITH THE DEPARTMENT OF STATE:

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 20th day of January, 2026.

Demonstration of Need
Lake Gibson Estates

1. Could the proposed amendment promote substantial amounts of low-density, low intensity, or single use development in excess of demonstrated need?

- **The amendment is to change the land use from RL-3 to RM. RM is a Medium-density residential use and will promote slightly higher density use in the area. Likewise, the surrounding uses within 1,000' of the project boundary are all RL-3 Residential and Commercial. The proposed land use change stays in line with the Single-family residential use component to the array of surrounding uses without going into high density. As such, the RM land use is compatible with the surrounding area.**

2. Will passage of the proposed amendment allow a significant amount of urban development to occur in rural areas?

- **The site is located approximately 0.25 miles east of Highway 98. This area is considered Urban with many residential developments mixed in with supporting commercial uses. As such, the passage of the proposed amendment will not adversely affect rural areas as the immediate area is urban and the proposed land use supports the higher density residential uses of the surrounding neighborhood.**

3. Does the proposed amendment create or encourage urban development in radial, strip, isolated, or ribbon patterns emanating from existing urban development?

- **The immediate area around the site is fully built out with a mixture of residential, and commercial uses. The project site is one of the few remaining vacant parcels in the area. As such, the amendment to change to RM will comply with surrounding uses and help to complete development in this already urban area.**

4. Does the proposed amendment fail to adequately protect adjacent agriculture areas?

- **There are no adjacent agriculture areas. The surrounding area is mostly developed with residential and commercial uses.**

5. Could the proposed amendment fail to maximize existing public facilities and services?

- **The proposed amendment is to change the existing land use of RL-3 to Residential Medium (RM). This slightly higher density land use will promote additional growth and residents on this parcel which will in turn promote the use of existing public facilities and services.**

6. Could the proposed amendment fail to minimize the need for future public facilities and services?

- **The proposed amendment is to change the existing land use of RL-3 to Residential Medium(RM). The addition of the slightly higher density, given it is a small Town home Division (16 total units) residential units in this area will not over stress the public facilities and services.**

7. Will the proposed amendment allow development patterns that will disproportionately increase the cost of providing public facilities and services.

- **The proposed amendment is to change the Land Use to RL-3 for a 2.51 acre parcel. This amendment is small and alone will not cause a disproportionate increase of cost for public facilities and services.**

8. Does the proposed amendment fail to provide clear separation between urban and rural areas?

- **The subject site is located in the interior of the urban North Lakeland area. The development of this site will help to fill in some of the remaining vacant land while also being compatible with surrounding uses. There are no rural areas within the vicinity of this site.**

9. Will the proposed amendment discourage infill development or redevelopment of existing neighborhoods?

- **The areas immediately around the site are mostly Residential-Low single family residential with supporting commercial uses. The amendment to RM will allow the site to be developed as Single-family which will be a different residential use, but still be compatible with surrounding uses. The difference of these two types of residential uses will discourage infill development as the project is not an infill of the surrounding single family uses.**

10. Does the proposed amendment fail to encourage an attractive and functional mixture of land uses?

- **The surrounding area all has the same land use including single-family residential, commercial, and institutional. The addition of this change will begin to promote land use diversity in the area. As such, the proposed amendment to change this site to RM will further increase the mixture of land uses in the area.**

11. Could the proposed amendment result in poor accessibility among linked or related land uses?

- **With the surrounding land uses all being RL-3 and the change to RM, there is only a slight variation and the development of this site is unlikely to impact accessibility of other sites.**

12. As a result of approval of this amendment, how much open space will be lost?

- **With such a small change in plans from RL-3 to RM, and with the project site being a small development from 12 duplexes to 16, minimal open space will be lost.**

LAKE GIBSON ESTATES

Impact Assessment Statement

Access to Roads and Highways

1. What is the number of vehicle trips to be generated daily and at the PM peak hour based on the latest Institute of Traffic Engineers (ITE)? Please provide a detailed methodology and calculations.

Per ITE Code 210 (Residential Townhomes), the maximum trips will be 93 daily trips and 10 peak hour trips generated by this project.

2. What modifications to the present transportation system will be required because of the proposed development?

Coordination with the County & City Engineer will determine what roadway improvements are required for this development. At this time it is not likely that any road improvements will need to be made.

4. What are the proposed methods of access to existing public roads (e.g., direct frontage,
intersecting streets, and frontage roads)?

The project will propose connecting directly to W Daughtery Rd.

Environmental Analysis

1. Discuss the environmental sensitivity of the property and adjacent property in basic terms by identifying any significant features of the site and the surrounding properties.

The sites surrounding the property have been developed and do not have many environmental concerns. To the West there is a subdivision. To the Eastan assisted living facility. The subject site itself undisturbed and currently vacant. The site appears to be dense with trees. Other than existing vegetation, there are not many environmentally sensitive features on this site.

2. What are the wetland and floodplain conditions? Discuss the changes to these features which would result from the development of the site.

There are no floodplain or wetlands on the site.

3. Discuss location of potable water supplies, private wells, public well fields *(discuss the location, address potential impacts)*, and:

There are no private wells or public well fields onsite. There are existing City utilities around the site, but these will not be impacted by the site's development other than the required connection to the utilities.

4. Discuss the location of Airport Buffer Zones (if any) *(discuss the location and address, potential impacts)*.

There are no airports or airport zones within the immediate vicinity of the site.

Utility Supply

1. What is the proposed source of water supply and/or who is the service provider?

Potable Water utilities will be provided by Polk County Utilities. There is an existing water main at the northeastern side of the intersection of Daughtery Rd West and Highway 98 N.

2. What is the estimated volume of consumption in gallons per day (GPD)? (*Response may be based on Section 703 of the LDC*)

16 Townhomes x 198 GPD/unit = 3,168 GPD

3. What is the proposed source of wastewater supply and/or who is the service provider?

Wastewater utilities will be provided by the FGUA. There is an existing force main that fronts at the northeast side of Daughtery & Norton.

4. What is the estimated volume of consumption in gallons per day (GPD)? (*Response may be based on Section 703 of the LDC*)

16 Townhomes x 180 GPD/unit = 2,880 GPD

Infrastructure Impact Information

What is the nearest location (travel distance), provider, capacity or general response time, and
estimated demand of the provision for the following services:

1. Parks and Recreation.

The site is within 1.8 miles of Hunt Fountain Park. And 2 miles from Myrtle Oaks Campground. With the small size of the project, adverse impact to the parks is not expected.

2. Educational Facilities (e.g., preschool, elementary, middle school, high school);

The site is approximately 1 mile of St. Anthony Catholic School, 2 Miles from Lake Gibson Highschool, 1.5 from Lake Gibson Middle School, and 1 mile from Edgar Padgett Elementary School. With multiple schools within the vicinity of the site, and the small size of the project, adverse impact to the capacity of these schools is not expected.

3. Health Care (e.g., emergency, hospital);

The site is located within 5 miles of 6 Lakeland Regional Medical Centers.

4. Fire Protection;

The site is approximately 1 mile of Polk County Fire Rescue Station 22, and 3 miles from City of Lakeland Fire Station 6. With two fire rescue stations within the immediate vicinity of the site, fire protection for the project is not an issue.

5. Police Protection and Security;

The subject site is located within 2 miles of Polk County Sheriff's Office NW. And six miles from the Lakeland Police Department. As such police protection will not be an issue.

6. Emergency Medical Services (EMS);

As stated in the "Fire Protection" section, the site is within 1 and 3 miles of two Fire Rescue Stations which also serve as EMS services.

7. Solid Waste (collection and waste generation);

The site is approximately 6 miles from FCC Garbage Collection Service and GFL Garbage Collection Service. less from 3 Waste Management services.

8. How may this request contribute to neighborhood needs?

This request will contribute to the surrounding neighborhood by providing affordable townhomes where single-family options are sparse in a consistently growing county.

LDCT-2025-21 - LK GIBSON ESTATES PSCPA

Menu Reports Help

Application Name: LK GIBSON ESTATES PSCPA

File Date: 09/03/2025

Application Type: BOCC-LDC Text Change

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: Request is a companion to Lake Gibson Estates CPA for RM Land Use. The applicant agrees to limiting allowable density standard to RM Land use.

Application Detail: Detail

Address: 0 W DAUGHTERY RD, LAKELAND, FL 33809

Parcel No: 232724000000034007

Owner Name: DAUGHTERY ROAD GIBSON COURT LAND TRUST

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Sarah Case		Applicant	Mailing, 3825 S. Flori...	Active
Sarah Case		Engineer	Mailing, 3825 S. Flori...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $5,434.00

Total Fee Invoiced: $5,434.00

Balance: $0.00

Custom Fields: **LD_PUBL_HEAR**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
LDC Text Amendment

Variance Type
–

Brownfields Request
–

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
–

Will This Project Be Phased

Acreage
2.55

DRC Meeting
09/25/2025

DRC Meeting Time
10:45 AM

Rescheduled DRC Meeting
–

Rescheduled DRC Meeting Time
–

Number of Units
–

Green Swamp
No

Is this Polk County Utilities

Case File Number
–

FS 119 Status
Non-Exempt

One Year Extension
–

ADVERTISING

Legal Advertising Date
–

BOCC1 Advertising Date
–

BOCC2 Advertising Date
–

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
–

Planning Commission Date
12/03/2025

BOA Hearing Date
–

1st BOCC Date
01/06/2026

2nd BOCC Date
01/20/2026

HEARING

PC Hearing Results
–

PC Vote Tally
–

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

–

FINAL LETTER

Denovo Appeal

Denovo Results

–

Denovo Tally

–

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List

–

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC25-00000-011UU	DIGITAL PROJECTS LD	–
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
Yes	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement

√

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board	Number of Boards (Number)	Number of Mailers (Number)	Date Mailed	Date Posted	NOR

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	09/11/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Noelle S Colaianni	Not Required	09/16/2025	Noelle S Colaianni
Roads and Drainage Review	Phil Irven	Approve	09/11/2025	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	09/11/2025	Kim Turner
Planning Review	Johnathan Sims	Approve	09/25/2025	Johnathan Sims
School Board Review	School District	Not Required	09/11/2025	School District
Review Consolidation	Lyndsay Rathke	Approved for...	09/26/2025	Lyndsay Rathke
Staff Report				
Public Notice				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

Agenda Item N.4. 1/20/2026

SUBJECT

Public Hearing (LDCT-2025-23 Alcohol Separation Requirements & Hours LDC Text Amendment) (Adoption Hearing) to amend Chapter 2, Section 224 and Table 2.4, to change the method of distance measurement, reduce distance separations for different types of alcohol licenses from religious institutions and schools, and adjust Sunday hours of operation. (No Fiscal Impact).

DESCRIPTION

This is a County-initiated request for an LDC text amendment to amend Chapter 2, Section 224, Alcohol Sales to amend separation distance measurements from property/lease line to shortest legal pedestrian route; to reduce distance separations for 1COP, 2COP, 4COP, and 3PS licenses; and to allow package sales on Sundays and adjust COP Sunday hours. On December 3, 2025, the Planning Commission voted 6:1 to recommend approval of the amendment.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the second of the two hearings.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Andrew Grohowski, Planner II

Land Development Division

(863) 534-6412

andrewgrohowski@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	October 9, 2025	**Level of Review:**	Level 4
PC Date:	December 3, 2025	**Type:**	LDC Text Amendment
BoCC Date:	January 6, 2026 January 20, 2026	**Case Numbers:**	LDCT-2025-23
		Case Name:	Alcohol Separation Requirements & Hours
Applicant:	Polk County	**Case Planner:**	Andrew Grohowski, Planner II

Request:	An LDC text amendment to Chapter 2, Section 224, Alcohol Sales, to amend separation distance measurements from property/lease line to shortest legal pedestrian route; to reduce distance separations from religious institutions and schools for 1COP, 2COP, 4COP, and 3PS licenses; and to allow liquor package sales on Sundays and adjust COP Sunday hours. Providing for severability; and providing for an effective date.
Location:	n/a
Property Owner:	n/a
Parcel Size (Number):	n/a
Development Area:	n/a
Nearest Municipality:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 6-1

The changes to Chapter 2, Section 224, Table 2.3, Alcohol Sales are:

- Reduce distance from religious institutions and school separation for beer and wine consumption on the premises from 1,000 feet to 500 feet (1COP & 2COP license).
- Reduce distance separation for beer, wine, and liquor consumption on the premises from 2,500 feet to 1,000 feet (4COP license).
- Reduce distance separation for liquor package sales from 2,500 feet to 750 feet (3PS license).
- Permitting hours in which liquor in closed containers (package) can be sold on Sundays from 12:00 P.M. to 12:00 A.M. Monday next.
- Extending the hours in which beer and wine consumption on premises can be sold on Sundays from 12-noon to 11:00 A.M. to 12:00 A.M. Monday next.

The changes to Chapter 2, Section 224, Alcohol Sales are:

- Improve method measurement distance by the shortest route of legal pedestrian travel instead of property line to property line.

Summary:

The objective of Section 224 of the LDC is to prevent potentially conflicting uses from co-locating in close proximity to one another. From a land use and planning standpoint, it is important to maintain a separation in alcohol businesses to religious institutions or schools. Distance and hour regulations have been part of the County regulations since the 1970s. Over the past thirteen years, Staff has found all variance data to reduce these separation distances have been approved. In many instances these distance reductions have become customary, which ultimately defeats the purpose of separation in the first place. This data precipitated further investigation into Section 224 of the Land Development Code (LDC). Based on additional analysis, Staff found inequities in how these regulations have been applied, including operation hours for incorporated and unincorporated portions of the County, and measurement methods, which can cause nuances and a loss in effective implementation. Based on these findings, Staff has recommended the following amendments in Section 224:

<u>*Distance*</u>
- *Beer & wine consumption on premises (1&2COP) – reduce distance separation from 1,000 feet to 500' feet.*
- *Beer, wine, liquor consumption on premises (4COP) – reduce distance separation from 2,500 feet to 1,000 feet.*
- *Liquor package sales (3PS)– reduce distance separation from 2,500 feet to 750 feet.*

<u>*Hours*</u>
- *3PS license – permit Sunday sales from 12:00 P.M. to 12:00 A.M. Monday next.*
- *1,2,4COP license – extend time of Sunday sales earlier by one hour to 11:00 A.M. to 12:00 A.M. Monday next.*

<u>*Measurement*</u>
- *Change distance measurement from property line to property line to legal route of pedestrian travel.*

Polk is large and 83.6%, of the County is unincorporated. Polk County has seen record economic growth since 2013. Generally speaking, businesses conducting package sales on site are typical big box stores with separate liquor store entrances. There are few nuances and inconsistencies to current regulations. Religious and educational facilities within a Commercial Future Land Use Map District and sit-down restaurants are already excluded from distance separation requirements. Public perception changes over time, and many times these uses can co-exist in close proximity without any extra burden on one another. Per LDC Section 121.C.3, if a school or religious institution arrives after a business serving alcohol has been established, the discontinuance of alcohol sales is not necessary, and no extra burden of approval would be placed on either entity.

Staff finds these amendments can help continue to draw economic development for potential tax revenue. It will also provide consistency with other jurisdictions to attract businesses that would otherwise locate elsewhere. Besides these benefits across the board, the intent would also help reduce Staff burden on variances that regularly receive approval and to ensure variances are last resort.

Data and Analysis Summary

An audit of prior variances presented before the Board of Adjustment or Land Use Hearing Officer was conducted dating back to 2012. These variances are relief to the separation requirements between a proposed business and a religious institution or school outlined in Section 224, Table 2.4 of the LDC. Regardless of the type of alcohol license, all sixteen requests in reductions have been approved in the past thirteen years, including one variance this past September (*Exhibits 1 & 2*).

Staff surveyed the counties along the I-4 corridor, abutting counties, similar counties, and all cities in Polk, totaling twenty-three (23) jurisdictions. Research has revealed that Polk is the most restrictive when it comes to package sale distance and hour requirements. Five of the 13 county local governments have no distance regulations, and all counties surveyed permit package sales on Sunday. In terms of consumption on site, Polk and five other jurisdictions lead the pack with the highest separation distances. A major discrepancy discovered is that businesses who conduct package sales in the unincorporated portion are unable to do so but would be able to if they were within almost all city jurisdictions in Polk. A fair assumption is that business owners in unincorporated Polk are losing package sales revenue to competitors that are within city limits on Sunday. Additionally, for separation requirement from schools and churches, Polk is one of four jurisdictions (Brevard, Eagle Lake, Polk City) that measure from property line to property line. The method of measurement is inconsistent from the primary objective: to prevent easy public access. Measuring between property lines is not a real world indicator, and ignores parcel shape and size, internal roads, and structures. The remaining jurisdictions surveyed measure from legal pedestrian routes.

This amendment applies to all lots or parcels within the unincorporated areas of the County including the Green Swamp Area of Critical State Concern, with all schools and religious institutions located outside of a Commercial Future Land Use Map District (CC, NAC, CAC, RAC, HIC, LCC, CE, TCX and TCC). The Department of Economic Opportunity (DEO) requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection. There are no conflicts with the Comprehensive Plan or Florida Statutes in the implementation of this amendment.

Findings of Fact

1. *The request is a Land Development Code text amendment to Chapter 2, Section 224, to amend separation distance measurements from property/lease line to shortest legal pedestrian route to reflect a more accurate depiction of real-world implementation.*

2. *The request is a Land Development Code text amendment to Chapter 2, Section 224, Table 2.4, to reduce distance separations for beer and wine consumption on site (1COP & 2COP) at establishments to 500 feet from religious institutions or public and private kindergarten through 12th grade school.*

3. *The request is a Land Development Code text amendment to Chapter 2, Section 224, Table 2.4, to reduce distance separations for liquor consumption on site (4COP) at establishments to 1,000 feet from religious institutions or public and private kindergarten through 12th grade school.*

4. *The request is a Land Development Code text amendment to Chapter 2, Section 224, Table 2.4, to reduce distance separations for beer, wine, and liquor in closed containers (package;3PS) to 750 feet from religious institutions or public and private kindergarten through 12th grade school.*

5. *The request is a Land Development Code text amendment to Chapter 2, Section 224, Table 2.4, to permit Sunday hours in which liquor in closed containers (package) can be sold starting from 12:00 P.M. to 12:00 A.M Monday next.*

6. *The request is a Land Development Code text amendment to Chapter 2, Section 224, to extend the time by one hour in which beer, wine, and liquor consumption on the premises (1COP, 2COP, 4COP) can be sold on Sundays from 11:00 A.M. to 12:00 A.M. Monday next.*

2. *This amendment applies to all commercial establishments within the unincorporated areas of the County and religious institutions and schools located outside of a Commercial Future Land Use Map District.*

3. *Per Section 224 of the LDC*, "*Commercial Future Land Use Map Districts include the following: CC, NAC, CAC, RAC, HIC, LCC, CE, TCX and TCC."*

3. *Section 224 of the Land Development Code measures distance separation from property boundaries. This amendment proposes the measurement method instead of the legal route of pedestrian travel (i.e. crosswalks, sidewalks).*

5. *The Comprehensive Plan does not address alcohol beverage sales.*

7. *This amendment changes the regulations of commercially designated properties in the Green Swamp Area of Critical State Concern.*

9. *Planning staff has reviewed the land development requirements of 13 central Florida counties that bear commonalities with Polk and 13 municipalities in the County. Staff found that all of the 26 jurisdictions surveyed have smaller distance separations than Polk for beer wine, and liquor package sales and beer, wine and liquor consumption on premises. Five of the 13 county local governments have no distance regulation. All counties permit package sales on Sunday. Two cities have no regulations depending on the license or if it is a religious institution. Besides Polk, only one county and two cities measure distance from property line. The remaining 22 jurisdictions measure via pedestrian travel.*

12. *The County comprises an area of approximately 2,010 square miles. Based on available County GIS data, about 85% of the County, including Auburndale and Mulberry are losing liquor package sales revenue on Sundays.*

Development Review Committee Recommendation:

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **APPROVAL** of LDCT-2025-23.

Planning Commission Recommendation: On December 3rd, 2025, in an advertised public hearing, the Planning Commission voted 6:1 to **recommend APPROVAL of LDCT-2025-23.**

Analysis:

Current regulations The Florida Department of Business and Professional Regulation is the agency charged with licensing and regulating businesses and professionals in the State of Florida, such as alcohol beverage sales among others. The Department is under the executive branch of the Governor and is governed by Chapter 120, F.S. The Department is structured according to the requirements of Section 20.165, F.S. Alcohol beverage sales are primarily regulated under Chapter 561 of the Florida Statutes. There are approximately 46 different types of alcohol beverage licenses issued by the Department. Within over 20 of the State license applications is a requirement for a signature from a local zoning official that the request meets local zoning laws.

Based on an internal audit of prior variances from the Land Use Hearing Officer, all variances to reduce distance requirements have been approved. The 1,000-foot and 2,500-foot separation requirements, in addition to the measurement of property lines, typically have alcohol sales and service establishments apply for variance should there be a school or religious institution nearby. It is worth examining these numerical values to ensure that current regulations are appropriate and variances from distances do not become "de-facto" customary standard. Staff has found in recent years that these distances and methods of measurement are not always a "one-size fits all" and can be less effective based on different property characteristics and circumstances, such as size or proximity. Based on city and county comparisons totaling twenty-three jurisdictions, Polk has the most restrictive distance for both liquor package sales and liquor on-premises consumption. Additionally, Polk is the only County that prohibits liquor package sales on Sunday. The County is also one of just three jurisdictions that measure from property line to property line, rather than legal pedestrian movement. The purpose of distance separation is to protect the consumer from schools and religious institutions. Pedestrian travel, rather than property line, is a more accurate method of measurement that depicts real-world phenomena. Staff has recommended the following amendments in Section 224:

Distance
- *1&2COP licenses – reduce distance separation from 1,000 feet to 500' feet.*
- *4COP license – reduce distance separation from 2,500 feet to 1,000 feet.*
- *3PS license – reduce distance separation from 2,500 feet to 750 feet.*

Hours
- *3PS license – permit Sunday sales from 12:00 P.M. to 12:00 A.M. Monday next.*
- *1,2,4COP license – extend time of Sunday sales from 11:00 A.M. to 12:00 A.M. Monday next.*

Measurement
- *Change distance measurement to legal route of pedestrian travel.*

From a compatibility standpoint, distance and hour regulations are still implemented and comparative with the majority of other districts. These changes will not only reflect surrounding areas and provide businesses economic opportunities but also maintain the purpose of LDC Section 224. The following is a detailed explanation of the changes proposed, benefit-cost analysis, regulatory history, scope, jurisdictional comparison, and review of Comprehensive Plan and Florida statutes.

Section 224, Table 2.4 - Distance Separation

Setbacks are one of the many effective methods planners utilize to regulate where alcohol servicing establishments can be located in proximity to religious institutions and schools. The current distance requirements in unincorporated areas of Polk County do not permit beer and wine consumption on premises within 1,000 feet from any religious institution or school. Liquor consumption on premises and liquor package sales require 2,500 feet of separation. However, sometimes not all factors are considered, and circumstances vary on a case-by-case basis. Since 1983 and per LDC Section 930, a variance to these separation requirements through the Board of Adjustment (BOA), now known as the Land Use Hearing Officer (LUHO), has allowed allowed possible relief from these distances where they might otherwise not be met.

Staff has conducted an audit of prior variances to alcohol separation distance requirements since 2012. The amount of variance requests the LUHO hears for alcohol distance separation varies per year. Eleven (11) variances to reduce package sales (3PS) were identified. Also, five (5) cases to reduce beer, wine, and liquor consumption on premises (1COP, 2COP, 4COP) were identified. Since 2012, all eleven (11) variance cases to reduce the 2,500-foot distance requirement for liquor package sales were approved by the BOA or LUHO (*Exhibit 1*). The average setback reduction approved was about 1,932 feet, which is equivalent to 568 feet of separation from liquor package sales (3PS) and religious institutions, schools, or a combination thereof.

Requests to reduce distance separation for consumption licenses are also significant. Since 2012, all five (5) variance cases to reduce the 1,000-foot distance for beer, wine, and/or liquor consumption on the premises were approved by the BOA or LUHO (*Exhibit 2*). The average setback reduction approved was about 576 feet, which is equivalent to 424 feet of separation from a 1COP, 2COP, or 4COP licensed establishment and religious institutions, schools, or a combination thereof.

In the past thirteen years, Staff found that all alcohol variances for standard retail licenses have been approved, and so an amendment to these distances is worth examining. If many variance cases are approved over a long period of time, then the reduction in distance may begin to take precedent and become customary, rather than the regulation itself. This insight would defeat the purpose of the variance process, as the existing separation requirements do not serve their general intent and purpose. This amendment proposes reductions in standard retail licenses outlined in Table 2.4, which would reduce beer, wine, and liquor package sales from 2,500 feet to 750 feet. This proposed distance is not dissimilar to other counties or cities examined. According to comparisons with other jurisdictions, Polk County has the highest separation distance when it comes to liquor package sales (Tables 1 & 2). The proposal would put the County in line with the majority of other counties, five of which have no distance requirements whatsoever.

Furthermore, this proposal illustrates the uneven nature of alcohol policies in Polk County. It is important to realize that the separation requirements of Section 224 apply to a wide variety of uses that have disparate intensities and effects upon the surrounding area. Bars and lounges, for instance, require a 4COP license for consumption on premises as well as sit-down restaurants with less than 120 seats and 2,000 square feet (F.S. 561.20). Sit-down restaurants that exceed the minimum seat and size requirements are allowed to serve alcohol without having to go through the variance process and can locate adjacent to a religious institution or school (4COP-SRX). Many times these uses can co-exist in close proximity without any extra burden on one another. Per LDC Section 121.C.3, if a school or religious institution arrives after a business serving alcohol has been established, the discontinuance of alcohol sales is not necessary and no extra burden of approval would be placed on either entity. Staff encounters alcohol sales as an administrative type of review (Level 1) in different

instances. However, since a school or religious institution was established first, the applicant must go through a variance process or walk away.

Given prior variances and county and municipal comparisons, Staff has proposed alternatives to distance separation for consumption on premises while preventing potentially conflicting uses from co-locating in close proximity and duly impacting one over the another. This amendment proposes a reduction in distance separation for beer and wine consumption on premises from 1,000 feet to 500 feet (1 & 2COP) and to reduce beer, wine, and liquor consumption on premises from 2,500 feet to 1,000 feet (4COP). There is still adequate separation from the proposed uses where both can function accordingly. Similar to liquor package sales, Polk County has the highest separation distance when it comes to beer, wine, and liquor consumption on premises compared to both other counties and municipalities (Tables 1 & 2). The proposed values reflect typical distances found from other jurisdictions. Including places with no distance restrictions, eight out of thirteen counties have consumption on premise separation requirements less than 1,000 feet, regardless of the type of alcohol being served. This amendment allows a more effective numerical value for separation

Section 224 - Method of Measurement

Current standards to measure separation distance from an alcoholic establishment carrying a retail license to a religious institution or school is from property line to property line. Similar to numerical values for distance separation, the current methodology for measuring is not always the most accurate depiction of real-world phenomenon. Property sizes vary greatly. The business may be located in a large-scale retail plaza. The primary objective for separation is to separate the consumer from the protected use and prohibit public access where it is easily accessible. Pedestrians and vehicles typically travel much further than the property line measurements including crossing major highways, intersections and crossings in order to enter the buildings themselves. The actual distance between an entrance and a property boundary is much greater, and there are typically existing physical barriers between the uses that greatly increase one's perceptual distance.

Therefore, the purpose of measuring can sometimes get lost in translation as to why Staff regulates the distance separation in the first place – to prevent easy public access. From a comparison standpoint, only one out of the thirteen counties analyzed measure from the property line (Table 1). Two of the thirteen municipalities measure from the property line with one not having distance requirements at all (Lake Alfred, Table 2). The remaining twenty-three jurisdictions utilize legal pedestrian travel for distance measurements. This amendment will use the shortest route of legal pedestrian travel from the main entrance of such place of business to the main entrance of a religious institution or school. Staff believes this change reflects a more accurate depiction of real-world phenomena and eliminates arbitrary calculations.

Section 224, Table 2.4 - Sunday Package Sales

The current regulations regarding Sunday alcohol sales in the unincorporated areas of Polk County allow beer and wine package sales between 7 A.M. and 2:00 A.M. Beer, wine, and liquor consumption on premises are permitted between the hours of 12 noon and midnight. Liquor package sales are prohibited on Sunday. Staff has completed an inventory of the times in which alcohol is allowed to be served on Sundays for thirteen counties (Table 1) and thirteen municipalities (Table 2) within Polk. Based on this information, all cities within the County, except Auburndale and Mulberry, permit liquor package sales on Sunday. All thirteen counties except Polk have Sunday hours for liquor package sales.

From an economic perspective, these regulations may affect where new stores decide to locate. Businesses in unincorporated portions of the County are losing potential package sales on Sundays

compared to those within city limits. Including two cities, that is about 85% of the entire County. If most of a business's revenue relies on package sales, the opportunity cost for that store to annex or locate within city limits may be low. For example, Publix may have greater package sales revenue by selling within a city's jurisdiction, rather than the County. In terms of consumption on premises, like package sales, all nearby counties permit Sunday operations, including Polk. However, the majority, or twelve (12), begin prior to 12 noon. Proposed consumption on the premises for a business would increase their Sunday operations by one hour, or 11 A.M. Meanwhile, liquor package sales would begin at 12 noon. This proposal allows the County to maintain competitive advantage for business owners who may find higher revenues in a city or another county that allows Sunday sales where they otherwise may not have in the unincorporated area.

Benefit-cost Analysis of the Amendment

Who does it help?
This proposal provides greater economic opportunities and flexibility to where businesses decide to locate, which allows for more competition and additional options in a commercial area. Allowing an expansion in hours generates additional business revenue in the unincorporated areas where it would not be capable otherwise. Additionally, the hours can generate additional tax revenue through new sales. Greater commercial options with mixed uses are encouraged. And this proposal will more effectively align with real-world phenomena and cater to more unique property circumstances while safeguarding existing uses. The proposal helps maintain the County's competitiveness and consistency when compared to nearby jurisdictions. Lastly, a decrease in Staff burden on variance applications is anticipated.

Who does it hurt?
There may be other homeowners that fear these changes can intensify activity within their neighborhood, detracting from their overall quality of life. The impact to residential uses is unlikely as these commercial uses are still required to locate in non-residential land use districts. Schools and religious institutions are considered non-residential uses as well and can be located adjacent or near other more intensive non-residential uses without any issues. For example, in the appropriate land use district, a manufacturing facility operating 24 hours per day can be located just 20 feet away from a school or church through Level 2 Review. This proposal still requires alcohol separation on a much larger distance compared to other more intensive uses which may be permitted by right. Typically, businesses selling alcohol are among large commercial operations, such as a retail plaza or corridor. The measurement in separation will require a legal pedestrian route, so limiting access is still maintained. Lastly, operating hours during regular church services may overlap but does not present any large conflicts - residents can already purchase beer and wine packages after 7 A.M. on a Sunday. Amending the operating hours for consumption and package sales are on Sundays, so school days will not be affected.

What is the cost?
These changes may help reduce variance applications Staff receives. This provides fewer potential costs an applicant may if they were to submit for a variance. Additionally, providing additional operating hours for businesses may increase their revenue thereby decreasing their overall costs.

Regulatory History

It was not until 1975 after the first zoning ordinance in November 1970 that alcohol beverage regulations took effect in unincorporated portions of the County, which included distance requirements and operation hours. The sale of malt beverages with alcoholic content greater than 1% by weight and wine of any alcoholic content was prohibited within 1,000 feet of any established church and school (1 & 2 COP). Meanwhile any alcoholic beverage with an alcoholic content greater than 1% by weight were prohibited within 2,500 feet from a church or school. In December 1978,

hours of sale were introduced which prohibited Sunday sales of alcohol more than 14% by weight (3PS). In January 1983, a variance process to these distance separation requirements was implemented as an option through the Board of Adjustments. On the effective date of the LDC, distance and hour requirements remained unchanged and Section 224 was part of the original adoption in 2000, which included the illustration table (Table 2.3). It was not until August 2018 that beer and wine package sales (1/2 APS) were permitted on Sundays (*Ord. 18-49*). As part of the ordinance, Table 2.3 was modified and expanded to include distance and hour requirements for various types of alcohol licenses, such as 4COP-SRX (Restaurants) and 11C (Private Clubs). No amendments have been introduced to LDC Section 224 since then.

Limits of the Proposed Ordinance

This amendment applies to all places of commercially designated lots or parcels within the unincorporated areas of the County, located outside of a Commercial Future Land Use Map District (CC, NAC, CAC, RAC, HIC, LCC, CE, TCX and TCC) and including the Green Swamp Area of Critical State Concern. The Department of Economic Opportunity (DEO) requires a 45-day review on all policy changes affecting development in the Green Swamp Area of Critical State Concern regardless of whether it has a direct relationship to the primary purpose of the Critical Area, which is aquifer recharge and protection. Therefore, this request will be reviewed by the DEO Community Planning Department Areas of Critical State Concern Program prior to becoming effective. Most of these businesses are convenience stores that are placed at an economic disadvantage due to their inability to sell these products at the same time as their competitors in the nearby city jurisdictions. Staff believes that this amendment will have no impact on the Critical Area since it does not change the effect of the current code. It only clarifies its intent.

Comparisons to other Jurisdictions:

Staff commonly survey counties on the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. To ensure a thorough analysis. some of the abutting counties are reviewed along with all the cities within the County. Alachua and Duval are also reviewed because of similar demographic and urban-rural mixture. This method of selection creates a survey of 13 counties and 13 cities totaling 26 jurisdictions.

In terms of liquor package licenses, all but three (3) of the twenty-six (26) jurisdictions surveyed permit Sunday sales (Auburndale, Mulberry, & Alachua). While all jurisdictions permit beer and wine consumption on Sundays, more than half (17) permit 1&2COP licensed businesses to serve earlier than noon (11 counties and 6 cities). Additionally, Polk County has the most restrictive separation distance for both liquor package and consumption at 2,500 feet (3PS & 4COP). Five counties, including Alachua, Lake, Manatee, Osceola, and Volusia have no distance requirements from religious institutions or schools whatsoever. Details of this survey are found in Table 1 to follow.

Table 1 - County

Jurisdiction *(Code citation)*	Sunday Sales		Religious & School Separation Distance			Pedestrian Measure-ment?
	Beer & Wine Consumption	Liquor Package	Beer & Wine Consumption	Liquor Consumption	Liquor Package	
Alachua County *Sec. 63.01 thru 63.24*	1PM – 11PM	1PM – 11PM	No restrictions	No restrictions	No restrictions	N/A
Brevard County *Sec. 62-1906 Sec. 6-1 to 6-4*	24 hours	24 hours	300’	300’	No restrictions	No; Property line
Duval County *Sec. 154.100 thru 402 Sec. 656.800 thru 809*	6AM – 2AM Monday	6AM – 2AM Monday	1,500’	1,500’	500’	Yes; Building to property line

Table 1 - County

Jurisdiction *(Code citation)*	Sunday Sales		Religious & School Separation Distance			Pedestrian Measure-ment?
	Beer & Wine Consumption	Liquor Package	Beer & Wine Consumption	Liquor Consumption	Liquor Package	
Hardee County *Sec. 2.28.00*	12PM – 1AM Monday	12PM – 1AM Monday	500’	500’	500’	Yes; Entrance to property line
Highlands County *Sec. 3-1 thru 3-5 Sec. 12.08.101*	7AM – 2AM Monday	7AM – 2AM Monday	1,500’ (*School*) 500’ (*Church*)	1,500’ (*School*) 500’ (*Church*)	1,500’ (*School*) 500’ (*Church*)	Yes; Entrance to property line
Hillsborough County *Sec. 6.11.11*	11AM – 3AM Monday	11AM – 3AM Monday	500’	500’	500’	Yes;“Wet-zone area” to property line
Lake County *Sec 3-1 thru 3-7*	7AM – 2AM Monday	7AM – 12AM Monday	No restrictions	No restrictions	No restrictions	N/A
Manatee County *Sec. 2-3-1 thru 2-3-9 Sec.531.4*	7AM – 2:30AM Monday	7AM – 2:30AM Monday	No restrictions	No restrictions	No restrictions	N/A
Orange County *Sec. 38-1414 thru 1415 Sec. 4-1 thru 4-5*	11AM – 2AM Monday	9AM – 2AM Monday	1,000’	1,000 (*Church*) 500’ (*School*)	1,000’	Yes; Entrance to entrance
Osceola County *Sec. 3-1 thru 3-5*	11AM – 2AM Monday	9AM – 2AM Monday	No restrictions	No restrictions	No restrictions	N/A
Pasco County *Sec. 6-26 to 6-30 Sec. 503.3, 525.2, 526.2, & 527.3*	7AM – 2AM Monday	7AM – 2AM Monday	1,000’	1,000’	1,000’	Yes; Structure to property line
Seminole County *Sec. 15.41 Sec. 30.6.6*	7AM – 2AM Monday	7AM – 2AM Monday	1,000’	1,000’	1,000’	Yes; Entrance to building/property line
Volusia County *Sec. 6-1 thru 6-2*	7AM – 2AM Monday	2PM – 2AM Monday	No restrictions	No restrictions	No restrictions	N/A

Table 2 - Municipality

Jurisdiction *(Code citation)*	Sunday Sales		Religious & School Separation Distance			Pedestrian Measure-ment?
	Beer & Wine Consumption	Liquor Package	Beer & Wine Consumption	Liquor Consumption	Liquor Package	
Auburndale *Sec. 4-1 thru 4-5*	12PM – 12AM Monday	N/A	750’	750’	500’	Yes;
Bartow *Sec. 6-1 thru 6-9*	9AM – 12AM Monday	9AM – 12AM Monday	500’(*School*) 300’(*Church*)	500’(*School*) 300’ (*Church*)	200’	Yes; Entrance to entrance/grounds
Davenport *Sec. 3-1 thru 3-9*	12PM – 12AM Monday	12PM – 12AM Monday	1,000’	1,000’	500’	Yes
Dundee *Sec. 6-1 thru 6-6*	12PM – 12AM Monday	12PM – 12AM Monday	500’ (*School*) No restrictions (*Church*)	500’ (*School*) No restrictions (*Church*)	500’ (*School*) No restrictions (*Church*)	Yes; Entrance to entrance/grounds
Eagle Lake *Sec. 3-1 thru 3-3*	12:01PM – 12AM Monday	12:01PM – 12AM Monday	500’	500’	300’	No; Property line
Haines City *Sec. 4-1 thru 4-10*	7AM – 12AM Monday	12PM – 12AM Monday	No restrictions	600’	No restrictions	Yes; Entrance to entrance
Lake Alfred *Sec. 6-1 thru 6-7*	12PM – 12AM Monday	12PM – 12AM Monday	No restrictions	No restrictions	No restrictions	N/A
Lake Hamilton	12PM – 12AM Monday	12PM – 12AM Monday	750’ (*School*) 500’ (*Church*)	750’ (*School*) 500’ (*Church*)	750’ (*School*) 500’(*Church*)	Yes; Entrance to entrance

Table 2 - Municipality

Jurisdiction *(Code citation)*	Sunday Sales		Religious & School Separation Distance			Pedestrian Measure-ment?
	Beer & Wine Consumption	Liquor Package	Beer & Wine Consumption	Liquor Consumption	Liquor Package	
Sec. 4-1 thru 4-4						
Lake Wales *Sec. 5-1 thru 5-6 Sec. 23-342*	8AM – 2AM Monday	6AM – 2AM Monday	No restrictions	500'	500'	Yes; Building to property/building
Lakeland *Sec. 5-4 Sec. 6-5*	7AM – 2AM Monday	7AM – 2AM Monday	1,000 (*School*) 500' (*Church*)	1,000 (*School*) 500' (*Church*)	1,000 (*School*) 500'(*Church*)	Yes; Entrance to entrance/grounds
Mulberry *Sec. 4-1 thru 4-7*	7AM – 2AM Monday	N/A	300'	300'	300'	Yes; Entrance to entrance/grounds
Polk City *Sec. 6-1 thru 6-106*	7AM – 2AM Monday	7AM – 2AM Monday	300'	750'	750'	No; Property line
Winter Haven *Sec. 3-1 thru 3-2 Sec. 21-96*	12PM – 12AM Monday	7AM – 2AM Monday	400'	400'	400'	Yes; Entrance to entrance/grounds

In terms of distance, four (4) counties and one (1) city have no separation requirements. Haines City requires a distance only for beer, wine, and liquor consumption (4COP). Lakeland, Dundee, Bartow, and Highlands County have different distances for churches and schools. None of the jurisdictions surveyed prohibit liquor package sales on Sunday except Auburndale and Mulberry. For the places that implement distance, only one (1) county and two (2) cities measure separation from property line to property line (Brevard, Eagle Lake, & Polk City).

Consistency with the Comprehensive Plan

There is no reference to alcohol beverage sales in the Future Land Use Element of the Comprehensive Plan, Green Swamp Critical Area Resource Management Plan, any of the Selected Area Plat or the School Facilities Element.

Consistency with the Florida Statutes

The Florida Statutes enforces Beverage Law hours in Chapter 562. It enables all local governments to regulate the time for sale of alcoholic and intoxicating beverages. Otherwise, "no alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed in any place holding a license under the division between the hours of midnight and 7 a.m. of the following day." No distance separation from schools or religious institutions are mentioned.

Comments from Other Agencies: None.

Draft Ordinance: under separate attachment

Exhibits:
Exhibit 1 – Land Use Hearing Officer Data (Liquor Package Sales)
Exhibit 2 – Land Use Hearing Officer Data (Consumption on Premise)

Exhibit 1

Case	BOA/LUHO Date	School(s)/Religious Institution(s)	Requested Setback *(measured from property line)*
VAR 12-56	7/26/12	Seven Churches & One High School	0 feet
VAR 12-73	8/23/12	Two Churches & One High School	119’
LDVAR-2019-55	8/22/19	One Church	220’
LDVAR-2019-72	9/26/19	Two Churches & One Middle School	1335’
LDVAR-2020-57	6/26/20	One Church	120’
LDLVAR-2021-107	11/15/21	Two Schools & One Church	135’
LDLVAR-2022-36	7/28/22	One Church	2100’
LDLVAR-2024-10	4/25/24	Four Churches	879’
LDLVAR-2024-12	4/25/24	Four Churches & One Elementary School	1000’
LDLVAR-2024-27	7/25/24	Three Churches	150’
LDLVAR-2025-1	3/27/25	Two Churches	200’

Exhibit 2

Case	BOA/LUHO Date	School(s)/Religious Institution(s)	Requested Setback *(measured from property line)*
LDLVAR-2021-122	1/27/22	Two Churches	*2COP* 640’
LDLVAR-2022-54	8/25/22	One School & One Church	*2COP*, 220’
LDLVAR-2023-67	2/22/24	One Church & One School	*2COP* 340’
LDLVAR-2024-46	11/12/24	One School	*2COP*, 700’
LDLVAR-2024-31	8/29/24	One School & One Church	*4COP*, 220’

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-23, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING CHAPTER 2, SECTION 224, ALCOHOL SALES, TO AMEND SEPERATION DISTANCE MEASUREMENTS FROM PROPERTY/LEASE LINE TO SHORTEST LEGAL PEDESTRIAN ROUTE; TO REDUCE DISTANCE SEPARATIONS FOR 1COP, 2COP, 4COP, AND 3PS LICENSES; AND TO ALLOW LIQUOR PACKAGE SALES ON SUNDAYS AND ADJUST COP SUNDAY HOURS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Local Government Comprehensive Plan and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on December 3, 2025; and

WHEREAS the proposed text amendment to the Polk County Land Development Code regarding Chapter 2, Section 224, Alcohol Sales, to modify distance requirements, method of measurement, hours of operation; and

WHEREAS, the Board of County Commissioners held two public hearings on January 6, 2026 and January 20, 2026, wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk County, Florida that:

NOTE: The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: FINDINGS The Board hereby finds and determines that:

a) The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted.

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on December 3, 2025, to consider the LDC text amendments contained within Application LDCT-2025-23 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-23.

c) The adoption of LDCT-2025-23 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 2, Section 224, Alcohol Sales, of the Polk County Land Development Code, Polk County Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 224 Alcohol Sales **(Revised 08/13/18; Ord. 18:49; 04/17/18; Ord. 18-023; 12/20/11; Ord. 11-042; 3/25/03 - Ord. 3-26; 7/25/01 - Ord. 01-57)**

All alcohol sales shall conform to the following:

1. No Certificate of Approval shall be issued, and no place of business shall be established, in the territory lying without the limits of incorporated municipalities in Polk County, Florida, for the sale of malt beverages having an alcoholic content of more than 1 percent by weight, or wine regardless of alcoholic content, for consumption on the premises, which place of business within ~~1,000 feet~~ 500 feet of any established religious institution or public and private kindergarten thru 12th grade school located outside of a Commercial Future Land Use Map District.
2. No Certificate of Approval shall be issued, and no place of business shall be established, in the territory lying without the limits of incorporated municipalities in Polk County, Florida for the sale of alcoholic beverages having an alcoholic content of greater than 1 percent by weight (except malt beverages and wine) which place of business is within ~~2,500 feet~~ 750 feet (package sales) and 1,000 feet (consumption on the premises) of an established religious institution or public and private kindergarten thru 12th grade school located outside of a Commercial Future Land Use Map District.
3. [No longer needed with revised Table 2.4]
4. [No longer needed with revised Table 2.4]
5. The table to follow illustrates the required distance between the business property for which the type of license is applied and religious institutions or kindergarten thru 12th grade schools (public or private) located outside of a Commercial Future Land Use Map District. The distance separation shall be measured ~~so that no point on the property/lease line of the business applying for the Certificate of Approval shall be located closer than the applicable minimum distance from any point on the property/lease line of the church or school~~ by following the shortest legal route of pedestrian travel along or across public roads, alleys, streets, sidewalks, or public thoroughfares from the centerline of the principal entrance of such establishment to the centerline of the principal entrance of the nearest religious

institution or the nearest point of a school ground in use as part of the school facility, located outside of a Commercial Future Land Use Map District.

6. Whenever a vendor of alcoholic beverages has procured a license permitting the sale of alcoholic beverages in a Commercial Future Land Use Map District and, thereafter, a religious institutions or public and private kindergarten thru 12th grade schools is established within a separation distance required herein, the establishment of such religious institutions or kindergarten thru 12th grade schools (public and private) shall not be a cause for the discontinuance or classification as a nonconforming use of the business as a vendor of alcoholic beverages. In the event a vendor ceases to operate at such a location, a new vendor with an equal or lesser series license for the sale of alcoholic beverages may be established within five years of the date when the previous vendor ceased to operate at that location.

NOTE: Commercial Future Land Use Map Districts include the following: CC, NAC, CAC, RAC, HIC, LCC, CE, TCX and TCC.

Table 2.4 (Revised 8/7/18; Ord. 18-50; 8/7//8; Ord. 18-049; 7/25/01 - Ord. 01-57)				
License* (DBPR License Code*)	**Description*** **	**Distance**** **	**Hours of Operation**	
Standard Retail Licenses				
1APS & 2APS	Beer and Wine package sales	No distance requirement	Monday thru Sunday 7:00 A.M to 2:00 A.M. next day	
3PS	Liquor, beer and wine package sales	~~2,500~~ 750 feet	Monday thru Saturday 7:00 A.M to 2:00 A.M. next day	~~**No Sunday Sales**~~ **Sunday 12:00 PM** until 12:00 AM Monday next*
1COP	Beer package sales and consumption on premises	~~1,000~~ 500 feet	Monday thru Saturday 7:00 A.M to 2:00 A.M. next day	**Sunday** ~~**12:00 PM**~~ **11:00 AM** until 12:00 AM Monday next*
2COP	Beer and Wine consumption on premises	~~1,000~~ 500 feet		
4COP	Liquor, Wine and Beer consumption on premises	~~2,500~~ 1,000 feet		

…

SECTION 3: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this 20th day of January 2026.

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-23, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING CHAPTER 2, SECTION 224, ALCOHOL SALES, TO AMEND SEPERATION DISTANCE MEASUREMENTS FROM PROPERTY/LEASE LINE TO SHORTEST LEGAL PEDESTRIAN ROUTE; TO REDUCE DISTANCE SEPARATIONS FOR 1COP, 2COP, 4COP, AND 3PS LICENSES; AND TO ALLOW LIQUOR PACKAGE SALES ON SUNDAYS AND ADJUST COP SUNDAY HOURS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

An ordinance of the Polk County Board of County Commissioners regarding Land Development Code Amendment LDCT-2025-23, amending Ordinance No. 00-09, as amended, the Polk County Land Development Code; amending Chapter 2, Section 224, Alcohol Sales, to amend separation distance measurements from property/lease line to shortest legal pedestrian route; to reduce distance separations for 1COP, 2COP, 4COP, and 3PS licenses; and to allow liquor package sales on Sundays and adjust COP Sunday hours; Providing for severability; and providing for an effective date.

LDCT-2025-23 - Alcohol Separation Requirements & Hours

Menu Reports Help

Application Name: Alcohol Separation Requirements & Hours

File Date: 09/22/2025

Application Type: BOCC-LDC Text Change

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: Alcohol Separation Requirements & Hours

Application Detail: Detail

Address: 330 W CHURCH ST, BARTOW, FL 33830

Parcel No: 253006393000000172

Owner Name: POLK COUNTY

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
POLK COUNTY		Engineer	Mailing, 330 W Church ...	Active
POLK COUNTY		Contact	Mailing, 330 W Church ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $850.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: **LD_PUBL_HEAR**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
Government Project

Variance Type
–

Brownfields Request
–

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
–

Will This Project Be Phased

Acreage
0

DRC Meeting
10/09/2025

DRC Meeting Time
9:45 AM

Rescheduled DRC Meeting
–

Rescheduled DRC Meeting Time
–

Number of Units
–

Green Swamp
No

Is this Polk County Utilities

Case File Number
–

FS 119 Status
Non-Exempt

One Year Extension
–

ADVERTISING

Legal Advertising Date
–

BOCC1 Advertising Date
–

BOCC2 Advertising Date
–

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
–

Planning Commission Date
12/03/2025

BOA Hearing Date
–

1st BOCC Date
01/06/2026

2nd BOCC Date
01/20/2026

HEARING

PC Hearing Results
–

PC Vote Tally
–

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List

Open

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC25-00000-014GY	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
No	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	09/22/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	10/13/2025	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	09/24/2025	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	09/22/2025	Kim Turner
Planning Review	Andrew Grohowski	Approve	10/06/2025	Andrew Grohowski
School Board Review	School District	Not Required	09/22/2025	School District
Review Consolidation	Lyndsay Rathke	Approved for...	10/13/2025	Lyndsay Rathke
Staff Report				
Public Notice				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

LDCT-2025-29

Alcohol Separation Requirements & Hours

Agenda Item 10

DRC Recommendation:

Approval

Request:	Text amendment to Chapter 2, Section 224, Alcohol Sales, to amend separation distance measurements from property/lease line to shortest legal pedestrian route; to reduce distance separations from religious institutions and schools for 1COP, 2COP, 4COP, and 3PS licenses; and to allow liquor package sales on Sundays and adjust COP Sunday hours.

Section 224 Alcohol Sales (Revised 08/13/18; Ord. 18:49; 04/17/18; Ord. 18-023; 12/20/11; Ord. 11-042; 3/25/03 - Ord. 3-26; 7/25/01 - Ord. 01-57)

Distance Separation

Amend Table 4.3 to **reduce distances from religious institutions and school** separation for the following:

- Beer and wine consumption on the premises from 1,000 feet to 500 feet (*1COP & 2COP*).
- Beer, wine, and liquor consumption on the premises from 2,500 feet to 1,000 feet (*4COP*).
- Liquor package sales from 2,500 feet to 750 feet (*3PS*).

Method of Measurement

- Change measurement option by **shortest route of pedestrian travel** instead of via property lines.

Hours of Operation

- **Extending the hours** in which **beer, wine, and liquor consumption on premises** can be sold on **Sundays** by one hour. From 11:00 A.M. to 12:00 A.M. Monday (*1COP, 2COP, 4COP*).
- **Permitting hours** for **liquor in closed containers** (package) on **Sundays** from 12:00 P.M. to 12:00 A.M. Monday (*3PS*).

County Distance Requirements

Jurisdiction (Code citation)	Religious & School Separation Distance		
	Beer & Wine Consumption	Liquor Consumption	Liquor Package
Alachua County Sec. 63.01 thru 63.24	No restrictions	No restrictions	No restrictions
Brevard County Sec. 62-1906 Sec. 6-1 to 6-4	300’	300’	No restrictions
Duval County Sec. 154.100 thru 402 Sec. 656.800 thru 809	1,500’	1,500’	500’
Hardee County Sec. 2.28.00	500’	500’	500’
Highlands County Sec. 3-1 thru 3-5 Sec. 12.08.101	1,500’ (School) 500’ (Church)	1,500’ (School) 500’ (Church)	1,500’ (School) 500’ (Church)
Hillsborough County Sec. 6.11.11	500’	500’	500’
Lake County Sec 3-1 thru 3-7	No restrictions	No restrictions	No restrictions
Manatee County Sec. 2-3-1 thru 2-3-9 Sec.531.4	No restrictions	No restrictions	No restrictions
Orange County Sec. 38-1414 thru 1415 Sec. 4-1 thru 4-5	1,000’	1,000 (Church) 500’ (School)	1,000’
Osceola County Sec. 3-1 thru 3-5	No restrictions	No restrictions	No restrictions
Pasco County Sec. 6-26 to 6-30 Sec. 503.3, 525.2, 526.2, & 527.3	1,000’	1,000’	1,000’
Polk	1,000’	2,500’	2,500’
Seminole County Sec. 15.41 Sec. 30.6.6	1,000’	1,000’	1,000’
Volusia County Sec. 6-1 thru 6-2	No restrictions	No restrictions	No restrictions

City Distance Requirements

Jurisdiction (Code citation)	Religious & School Separation Distance		
	Beer & Wine Consumption	Liquor Consumption	Liquor Package
Auburndale Sec. 4-1 thru 4-5	750’	750’	500’
Bartow Sec. 6-1 thru 6-9	500’(School) 300’(Church)	500’(School) 300’ (Church)	200’
Davenport Sec. 3-1 thru 3-9	1,000’	1,000’	500’
Dundee Sec. 6-1 thru 6-6	500’ (School) No restrictions (Church)	500’ (School) No restrictions (Church)	500’ (School) No restrictions (Church)
Eagle Lake Sec. 3-1 thru 3-3	500’	500’	300’
Haines City Sec. 4-1 thru 4-10	No restrictions	600’	No restrictions
Lake Alfred Sec. 6-1 thru 6-7	No restrictions	No restrictions	No restrictions
Lake Hamilton Sec. 4-1 thru 4-4	750’ (School) 500’ (Church)	750’ (School) 500’ (Church)	750’ (School) 500’(Church)
Lake Wales Sec. 5-1 thru 5-6 Sec. 23-342	No restrictions	500’	500’
Lakeland Sec. 5-4 Sec. 6-5	1,000 (School) 500’ (Church)	1,000 (School) 500’ (Church)	1,000 (School) 500’(Church)
Mulberry Sec. 4-1 thru 4-7	300’	300’	300’
Polk City Sec. 6-1 thru 6-106	300’	750’	750’
Winter Haven Sec. 3-1 thru 3-2 Sec. 21-96	400’	400’	400’

Distance Separation Summary

- Since 2012, **all variances** to reduce separation requirements **have been approved** by the Land Use Hearing Officer or Board of Adjustment:
  - Average reduction in **1, 2, & 4 COP** distance separation: **424 feet.** (5 approved, 0 denied)
  - Average reduction in 3**PS** distance separation: **568 feet.** (11 approved, 0 denied)
- *Beer and wine consumption on the premises from 1,000 feet to 500 feet (1COP & 2COP).*
- *Beer, wine, and liquor consumption on the premises from 2,500 feet to 1,000 feet (4COP).*
- *Liquor package sales from 2,500 feet to 750 feet (3PS).*

License	No restrictions	1 ≥ 499	500 ≥ 999	1000 ≥ 1999	2000'+
1 & 2 COP (Beer & Wine)	Dundee (*Church*) Haines City Lake Alfred	Bartow (*Church*) Mulberry Polk City	Auburndale Bartow (*School*) Dundee (*School*) Eagle Lake Lake Hamilton Lake Wales Lakeland (*Church*)	Davenport Lakeland (*School*)	
4 COP (Quota)	Dundee (*Church*) Lake Alfred	Mulberry	Auburndale Bartow Dundee (*School*) Eagle Lake Haines City Lake Hamilton Lake Wales Lakeland (*Church*) Polk City	Davenport Lakeland (*School*)	
3 PS (Package Sales)	Dundee (Church) Haines City Lake Alfred	Auburndale Bartow Eagle Lake Mulberry	Davenport Dundee (School) Lake Hamilton Lake Wales Lakeland (Church) Polk City	Lakeland (*School*)	

License	No restrictions	1 ≥ 499	500 ≥ 999	1000 ≥ 1999	2000'+
1 & 2 COP (Beer & Wine)	Alachua Lake Osceola Volusia Manatee	Brevard	Hardee Highlands (*Church*) Hillsborough	Duval Highlands (*School*) Orange Seminole Pasco **Polk**	
4 COP (Quota)	Alachua Lake Osceola Volusia Manatee	Brevard	Hardee Highlands (*Church*) Hillsborough	Duval Highlands (*School*) Orange Seminole Pasco	**Polk**
3 PS (Package Sales)	Alachua Brevard Lake Osceola Volusia Manatee		Duval Hardee Highlands (*Church*) Hillsborough	Highlands (*School*) Orange Seminole Pasco	**Polk** **547**

Measurement Summary

- Measure separation distance instead of property line or "how the crow flies" to …*"the shortest legal route of pedestrian travel along or across public roads, alleys, streets, sidewalks, or public thoroughfares from the centerline of the principal entrance of such establishment to the centerline of the principal entrance of the nearest religious institution or the nearest point of a school ground in use as part of the school facility,"*…
- Only **two municipalities** measure distance via property lines.
- Only **one county** measures distance via property lines.
- More accurate depiction of real-world phenomena.

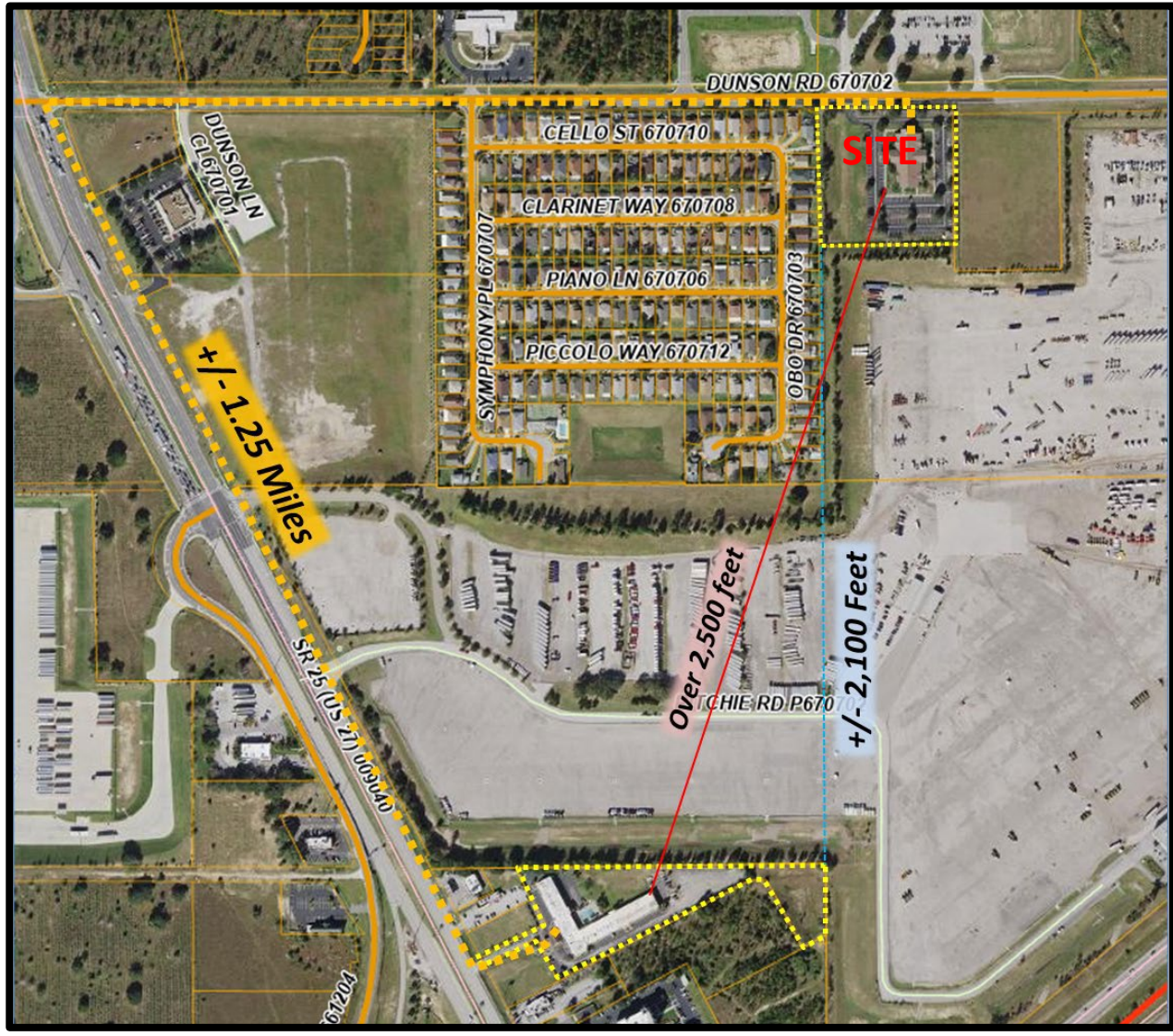
Municipality	Pedestrian Measurement?
Auburndale	Y
Bartow	Y
Davenport	Y
Dundee	Y
Eagle Lake	N (property line)
Haines City	Y
Lake Alfred	N/A (no dist.)
Lake Hamilton	Y
Lake Wales	Y
Lakeland	Y
Mulberry	Y
Polk City	N (property line)
Winter Haven	Y

County	Pedestrian Measurement?
Alachua	Y
Brevard	N (property line)
Duval	Y
Hardee	Y
Highlands	Y
Hillsborough	Y
Lake	Y
Orange	Y
Osceola	Y
Seminole	Y
Volusia	Y
Manatee	Y
Pasco	Y



LDLVAR-2021-122

- 2COP licenses require 1,000’ separation from a church/school
- Property lines: **under 1,000 feet**
- Door to door: **over 1,000 feet**



LDLVAR-2022-36

- 4COP licenses require 2,500’ separation from a church/school
- Property line: **2,100 feet**
- Building to building: over 2,500 feet
- Door to door: **+/- 1.25 miles**

PC 549 K COUNTY
Florida's Crossroads of Opportunity

Sunday Sales Summary

- *To allow liquor package sales on Sundays (3PS license) Sunday 12:00 PM until 12:00 AM Monday next.*
- *Extend consumption on premises hours one hour earlier starting at 11AM (1,2,4COP license)*



- **Unincorporated** portions of the County are **losing package sales revenue on Sundays.** *83.6% of the County is unincorporated.*
- Based on 13 counties analyzed, Polk is the **only County** which **prohibits Sunday sales.**
- **Inconsistent regulations across the County.**

Municipality	Sunday Hours (3PS)	Sunday Hours (COP)
Auburndale	N/A	12pm – 12am
Bartow	9am – 12am	9am – 12am
Davenport	12pm – 12am	12pm – 12am
Dundee	12pm – 12am	12pm – 12am
Eagle Lake	12:01pm – 2am	12:01pm – 2am
Haines City	12pm - 12am	7am – 12am
Lake Alfred	12pm – 12am	12pm – 12am
Lake Hamilton	12pm – 12am	12pm – 12am
Lake Wales	6am – 2am	8am – 2am
Lakeland	7am – 2am	7am – 2am
Mulberry	N/A	7am – 2am
Polk City	7am – 2am	7am – 2am
Winter Haven	7am – 2am	12pm – 12am

County	Sunday Hours (3PS)	Sunday Hours (COP)
Alachua	7am - 11pm	1pm – 11pm
Brevard	24 hours	24 hours
Duval	6am – 2am	6am – 2am
Hardee	12pm – 1am	12pm – 1am
Highlands	7am – 2am	7am – 2am
Hillsborough	11am – 3am	11am – 3am
Lake	7am – 12am	7am – 2am
Orange	9am – 2am	11am – 2am
Osceola	9am – 2am	11am – 2am
Seminole	7am – 2am	7am – 2am
Volusia	2pm – 2am	7am – 2am
Manatee	7am – 2:30am	7am – 2:30am
Pasco	7am – 2am	7am – 2am
POLK	N/A	12pm- 12am

Section 224 Alcohol Sales (Revised 08/13/18; Ord. 18:49; 04/17/18; Ord. 18-023; 12/20/11; Ord. 11-042; 3/25/03 - Ord. 3-26; 7/25/01 - Ord. 01-57)

All alcohol sales shall conform to the following:

1. No Certificate of Approval shall be issued, and no place of business shall be established, in the territory lying without the limits of incorporated municipalities in Polk County, Florida, for the sale of malt beverages having an alcoholic content of more than 1 percent by weight, or wine regardless of alcoholic content, for consumption on the premises, which place of business within ~~1,000 feet~~ 500 feet of any established religious institution or public and private kindergarten thru 12th grade school located outside of a Commercial Future Land Use Map District.

2. No Certificate of Approval shall be issued, and no place of business shall be established, in the territory lying without the limits of incorporated municipalities in Polk County, Florida for the sale of alcoholic beverages having an alcoholic content of greater than 1 percent by weight (except malt beverages and wine) which place of business is within ~~2,500 feet~~ 750 feet (package sales) and 1,000 feet (consumption on the premises) of an established religious institution or public and private kindergarten thru 12th grade school located outside of a Commercial Future Land Use Map District.

3. [No longer needed with revised Table 2.4]

4. [No longer needed with revised Table 2.4]

5. The table to follow illustrates the required distance between the business property for which the type of license is applied and religious institutions or kindergarten thru 12th grade schools (public or private) located outside of a Commercial Future Land Use Map District. The distance separation shall be measured ~~so that no point on the property/lease line of the business applying for the Certificate of Approval shall be located closer than the applicable minimum distance from any point on the property/lease line of the church or school~~ by following the shortest legal route of pedestrian travel along or across public roads, alleys, streets, sidewalks, or public thoroughfares from the centerline of the principal entrance of such establishment to the centerline of the principal entrance of the nearest religious institution or the nearest point of a school ground in use as part of the school facility, located outside of a Commercial Future Land Use Map District.

...

Section 224 Alcohol Sales (Revised 08/13/18; Ord. 18:49; 04/17/18; Ord. 18-023; 12/20/11; Ord. 11-042; 3/25/03 - Ord. 3-26; 7/25/01 - Ord. 01-57)

Table 2.4 (Revised 8/7/18; Ord. 18-50; 8/7//8; Ord. 18-049; 7/25/01 - Ord. 01-57)				
License* (DBPR License Code*)	**Description***	**Distance****	**Hours of Operation**	
Standard Retail Licenses				
1APS & 2APS	Beer and Wine package sales	No distance requirement	Monday thru Sunday 7:00 A.M to 2:00 A.M. next day	
3PS	Liquor, beer and wine package sales	~~2,500~~ 750 feet	Monday thru Saturday 7:00 A.M to 2:00 A.M. next day	~~**No Sunday Sales**~~ **Sunday 12:00 PM** until 12:00 AM Monday next*
1COP	Beer package sales and consumption on premises	~~1,000~~ 500 feet	Monday thru Saturday 7:00 A.M to 2:00 A.M. next day	**Sunday** ~~**12:00 PM**~~ **11:00 AM** until 12:00 AM Monday next*
2COP	Beer and Wine consumption on premises	~~1,000~~ 500 feet		
4COP	Liquor, Wine and Beer consumption on premises	~~2,500~~ 1,000 feet		

LDCT-2025-29

Alcohol Separation Requirements & Hours

Agenda Item 10

DRC Recommendation:

Approval

Request:	Text amendment to Chapter 2, Section 224, Alcohol Sales, to amend separation distance measurements from property/lease line to shortest legal pedestrian route; to reduce distance separations from religious institutions and schools for 1COP, 2COP, 4COP, and 3PS licenses; and to allow liquor package sales on Sundays and adjust COP Sunday hours.

Staff Recommends Approval

- These changes to distance, measurement, and hours **provides more consistency** when compared to other jurisdictions.

- Purpose of distance separations will be better implemented and more effectively align with real-world phenomena.
  - *Property sizes and types vary greatly*

- Changes to hours of operation helps the County maintain competitiveness for economic opportunities and development.

- Helps reduce staff burden on variances.

Polk County

Board of County Commissioners

Agenda Item N.5. 1/20/2026

SUBJECT

Public Hearing (LDCT-2025-24 Powerline Landscape Buffers LDC Text Amendment) (Adoption Hearing) to modify landscaping requirements to include a Utility Buffer (No Fiscal Impact).

DESCRIPTION

This is an County-initiated request for a LDC text amendment to amend Chapter 3, Section 303, Solar Electric-Power Generation Facility, to modify landscaping requirements; amending Chapter 7, Section 720, Landscaping and Buffering, to include a Utility Buffer. On December 3, 2025, the Planning Commission voted 7:0 to recommend approval of the amendment.

Section 163.3202, Florida Statutes (F.S.) requires the Board to adopt Land Development Code (LDC) regulations consistent with the implementation of the Polk County Comprehensive Plan. Amendments to the LDC require two public hearings before the Board to be adopted. This is the second of the two hearings.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Kyle Rogus, Planner II

Land Development Division

(863) 534-7553

kylerogus@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	October 10, 2025	**Level of Review:**	4
PC Date:	December 3, 2025	**Type:**	LDC Text Amendment
BoCC Date:	January 6, 2026 January 20, 2026	**Case Numbers:**	LDCT-2025-24
		Case Name:	Powerline Landscaping Buffer
Applicant:	Polk County	**Case Planner:**	Kyle Rogus, Planner II

Request:	An LDC text amendment to Chapter 3, Section 303, Solar Electric-Power Generation Facility, to modify landscaping requirements; amending Chapter 7, Section 720, Landscaping and Buffering, to include a Utility Buffer; providing for severability; and providing for an effective date.
Location:	n/a
Property Owner:	n/a
Parcel Size (Number):	n/a
Development Area:	n/a
Nearest Municipality:	n/a
DRC Recommendation:	Approval
Planning Commission Vote:	7-0 Approval

The changes to Chapter 3, Section 303, Solar Electric-Power Generation Facility:

- Modify existing landscape buffering requirements to new Utility Buffer.

The changes to Chapter 7, Section 720, Landscaping and Buffering are:

- Modify Figure 7.3 Buffer Types and Requirements to include new Utility Buffer.
- Clarify that trees planted within 30 feet of existing power line easements shall adhere to the proximity to power line height restrictions (P/L column) in Appendix B.
- Clarify 2:1 planting ratio canopy trees to understory trees.

Summary:

Over the past several years, the County has experienced a substantial increase in overall development, including significant investment in Solar Electric-Power Generation Facilities. As these projects have expanded, staff have seen a reoccurring pattern: nearly every solar facility located adjacent to roadways must request a waiver to avoid planting canopy trees that conflict with both solar panel efficiency and, when present, overhead utility clearance requirements.

At the same time, it is important to recognize the essential role that power line utilities play within our society. Overhead transmission and distribution lines are critical components of the electrical grid, delivering reliable power to homes, businesses, and essential services. Maintaining safe, unobstructed clearance around these lines is not simply a preference of the County, but it is a vital public safety measure that prevents outages, reduces wildfire risks, ensures service reliability, and supports the overall functioning of the community. Landscaping standards that inadvertently require vegetation to grow into utility clearance zones create avoidable safety hazards and maintenance burdens for utility providers.

By updating the Land Development Code (LDC), the County aligns its landscaping requirements with both the operational needs of modern solar facilities and the essential safety standards governing

public utility infrastructure. This amendment will support continued responsible growth while preserving the reliability and integrity of the power systems upon which residents and businesses depend.

Data and Analysis Summary

The current LDC requires a Type "A" Landscape Buffer along roadway frontages. This buffer includes canopy tree, understory tree, and shrub requirements in specific quantities, and it applies regardless of the presence of overhead power lines. Additionally, the Code states that trees planted within 30 feet of power line easements must comply with the mature-height restrictions identified in Appendix B.

In practice, these requirements have led to an increase in waiver requests, primarily because:

1. Canopy trees conflict with the operational needs of solar facilities, as their mature height casts shade on solar arrays and reduce system efficiency.
2. Overhead power lines along roadway frontages prohibit or severely restrict canopy tree plantings due to utility clearance requirements and safety standards.
3. As a result, applicants routinely seek waivers to substitute lower growing species or reduce the number of required plantings within the buffer area.

Given the frequency and predictability of these waivers, the County is pursuing a new landscape requirement specifically for sites with power lines along road frontages. The intent is to establish a buffer standard that is compatible with both solar facility operations and utility clearance requirements, eliminating the need for routine waivers that can cause uncertainty in design and delays in project completion.

The proposed amendment would therefore:

1. Reduce or eliminate the need for waivers under Section 932 by creating a buffer standard inherently compatible with the constraints of Solar Electric-Power Generation Facilities.
2. Remove canopy tree requirements where overhead utility lines exist allowing only understory trees, shrubs, or utility-compatible species.
3. Ensure compliance with Appendix B height restrictions while still maintaining the effective visual screen.

Findings of Fact

1. The request is a Land Development Code text amendment to Chapter 3, Section 303, Solar Electric-Power Generation Facility, to modify landscaping requirements; amending Section 720, Landscaping and Buffering to include a Utility Buffer.

2. This amendment applies to all lots or parcels within the unincorporated areas of the County regardless of the Future Land Use Map district where road frontage is aligned with power lines.

3. Section 303, Solar Electric-Power Generation Facility, subsection 1.e.i of the Land Development Code regulates the visual impacts of the solar panels, solar arrays and any solar energy system by requiring a Type A Landscape Buffer along the frontage of all public rights-of-way. If this buffer is determined to affect the functionality of the solar arrays and system, the applicant may apply for a waiver to this requirement. This amendment reduces or eliminates the waiver to landscaping requirements by modifying the Type A Landscape buffer with a new power line landscape buffer.

4. *Section 720, Landscaping and Buffering addresses guidelines for landscape design, promotes appropriate plant selection and maintenance for mitigating potential conflicts between different land uses. This amendment clarifies the different landscape design and plant selection for uses sharing frontage with overhead utilities compared to the code's standard roadway Type A Landscape Buffer.*

5. *Section 720, Landscaping and Buffering, subsection E.5.d addresses trees planted within 30 feet of existing power line easements shall adhere to the proximity to power line height restrictions (P/L column) in Appendix B.*

6. *Section 720, Figure 7.3 addresses three landscape buffer types and planting requirements. Landscape buffers requirements are determined by the intensity of the proposed use to the intensity of the abutting uses. Buffer type and intensity are directly correlated. More intense uses abutting less intense uses require higher mitigation strategies through buffer width and planting requirements. This amendment moves to add a Power Line Buffer for more intense roadway frontage.*

7. *Planning staff has reviewed the land development requirements of 13 central Florida counties that bear commonalities with Polk. Staff found that three of the 13 jurisdictions surveyed identify specific power line/overhead utility landscape buffers. Of the remaining jurisdictions, six of the 13 specified tree separation requirements based on classification (maturity height), and four of the 13 jurisdictions only require understory tree and shrub plantings when abutting road frontage. Every jurisdiction regulates landscape buffering along power lines/overhead utilities to a different capacity. This amendment will make Polk County the fourth jurisdiction to utilize a specific power line/overhead utilities buffer, but consistent with all other jurisdictions by removing canopy tree plantings and adhering to proximity to power line height restrictions*

Development Review Committee Recommendation:

The Land Development Division, based on the information provided with the proposed text amendment application, finds that the proposed text change request is **CONSISTENT** with the Polk County Land Development Code and the Polk County Comprehensive Plan. Staff recommends **APPROVAL** of LDCT-2025-24.

Analysis:

This amendment updates the County's landscaping standards to better address conditions along roadway frontages that contain overhead power lines and solar electric-power generation facilities. Under the current Code, the required Type "A" landscape buffer includes canopy trees that often conflict with utility clearance requirements and solar system functionality creating recurring waiver requests. The amendment introduces a new utility-compatible buffer that replaces canopy trees with understory trees and shrubs in these constrained areas, while retaining the standard Type "A" buffer where overhead utilities are not present. This approach preserves the visual and environmental benefits of landscaping while ensuring compatibility with essential power infrastructure. Overall, the amendment improves safety, reduces administrative waivers, and aligns the Code with real-world site conditions and responsible development practices. The following is a detailed explanation of the changes proposed, benefit-cost analysis, regulatory history, scope, jurisdictional comparison, and review of Comprehensive Plan and Florida statutes.

Section 303 – Solar Electric-Power Generation Facility

Section 301 establishes the fundamental purpose of regulating conditional uses: Conditional uses have unique characteristics that require the imposition of development criteria to ensure they are not harmful to the health, safety, and welfare of residents, surrounding uses, and surrounding properties. These criteria may be applied in relation to use, occupation, location, construction, design, character, scale, manner of operation, or the necessity of making complex or unusual determinations.

Solar electric-power generation facilities fall within this framework. They present unique operational, locational, and design challenges particularly with respect to how landscaping interacts with solar array efficiency. Section 303 provides specific conditions applicable to solar electric-power generation facilities across the County, including, but not limited to, landscaping and buffering. This section currently mandates canopy trees, understory trees, and shrubs consistent with that of a Type "A" Landscape buffer along roadway frontage. This section also interacts with Section 932, Waivers to Technical Standards, by offering waiver eligibility to the required landscaping buffer along the frontage of all public rights-of-way if it is determined to affect the functionality of the solar arrays and system.

The current Type "A" Landscape buffer does not adequately address these unique characteristics, resulting in adverse impacts on the facility's operation, uncertainty in design, and delay in project completion by requiring determinations through the waiver process. The proposed amendment to Section 303 is therefore a direct application of Section 301's purpose and intent: to apply appropriate, use-specific development criteria that protect safety, ensure compatibility, and reduce unnecessary hardship on both surrounding properties and the conditional use itself.

Issue Identified

When solar electric-power generation facilities are located along roadway networks, the current Type "A" buffer creates significant conflicts:

- **Operational Conflicts for Solar Facilities:** Canopy trees cast shade that reduces solar production and interferes with facility efficiency and design.
- **Administrative Burden:** Nearly all solar projects in these contexts request and receive waivers, demonstrating that the Code's current standards do not reflect the real-world conditions of this conditional use.
- **Misalignment With Section 301 Principles:** The existing buffer requirement fails to account for the unique, location-specific characteristics of solar facilities, forcing repetitive "complex or unusual determinations" through waivers, exactly what Section 301 seeks to avoid.

Proposed Amendment to Section 303

The proposed amendment introduces a utility buffer applicable for properties where solar electric-power generation facilities and overhead power lines exist. This new buffer:

- Eliminates canopy tree requirements in areas constrained by solar facilities.
- Allows only understory trees, large shrubs, or compatible species that meet Appendix B height restrictions.
- Maintains the visual screening intent while avoiding shading of solar arrays.
- Reduces or eliminates the need for waivers under Section 932 by creating a buffer standard inherently compatible with the constraints of Solar Electric-Power Generation Facilities.

<u>Section 720 – Landscaping and Buffering</u>

Section 720 governs the guidelines for landscape design by referencing the need to promote visual quality and aesthetics of a community through mitigating visual impacts, providing aesthetic value, and reducing potential nuisances for surrounding properties. Landscaping and buffering under this section are intended to:

- Reduce noise, airborne sediments, and erosion
- Mitigate heat island and light pollution effects

- Enhance visual quality and aesthetics, supporting economic perception
- Promote appropriate plant selection and maintenance, including water conservation
- Provide separation between land uses to minimize nuisances such as light, glare, dirt, litter, signage, and parking/storage impacts

The existing buffer requirements are guided by the Buffer Matrix (Table 7.12), which assigns buffer types (A, B, C) based on the intensity of development and the nature of adjacent uses, with diagrams provided in Figure 7.3.

The Type "A" landscape buffer is primarily designated along roadway frontages. The Type "A" buffer, as illustrated in Figure 7.3, includes canopy trees, understory trees, and shrubs arranged to provide a continuous visual screen and mitigate noise, glare, dust, and other potential nuisances. While this buffer has historically served to enhance roadway aesthetics and provide environmental benefits, it presents challenges when overhead power lines are present. Canopy trees within the Type "A" buffer may violate utility clearance requirements and create potential safety hazards. Additionally, plantings within 30 feet of power line easements are limited by the height restrictions outlined in Appendix B, further restricting the species and size of landscape materials.

To address these constraints, the proposed amendment introduces a utility-compatible roadway buffer specifically for areas adjacent to overhead power lines, while retaining the Type "A" buffer in areas without utilities. This newly proposed buffer mirrors the visual continuity of Buffer "A", maintaining shrubs and understory trees to provide effective screening, reduce noise and glare, and preserve the visual quality of the roadway corridor. Canopy trees are replaced with understory trees and or utility-compatible species at a ratio of 2:1 complying with Appendix B height restrictions, ensuring public safety, minimizing conflicts with power lines, and reducing administrative burden associated with waiver requests. By creating a dual-buffer system retaining Type "A" where feasible and implementing a specialized utility-compatible buffer along power line corridors the amendment ensures that landscaping continues to fulfill its intended aesthetic, environmental, and nuisance mitigation functions while accommodating critical overhead utilities. This approach harmonizes the visual intent of the existing buffer with the operational and safety realities of utility infrastructure, providing a clear and practical framework for developers and staff.

Issue Identified

Development adjacent to roadways with overhead power lines face operational and safety constraints:
- Canopy tree requirements within the Type "A" buffer conflict with power line clearance, creating safety risks and potential utility violations.

The current standard does not differentiate between areas with and without overhead utilities, leading to routine requests for waivers under Section 932 to modify plant types or densities.

Proposed Amendment

The proposed text amendment introduces a specific overhead utilities buffer along roadways while retaining the existing Type "A" buffer for other portions of the site:
- **New Utility Buffer:**
- Applied along roadway frontages where overhead power lines exist
- Maintains appropriate visual screening and aesthetics
- Allows only understory trees, large shrubs, or species compatible with utility height restrictions (per Appendix B)
- Eliminate canopy trees to avoid utility conflicts

- **Retention of Type "A" Buffer:**
- In areas not affected by overhead utilities, the standard Type "A" buffer continues to apply, preserving the landscape character and the benefits outlined in the Code.

The amendment to Section 720 creates a dual-buffer approach: a utility-compatible buffer along power line corridors and the standard Type "A" buffer elsewhere. This approach:

- Preserves the overall landscape and aesthetic benefits of the Code
- Addresses unique operational constraints of solar electric-power generation facilities
- Protects essential utility infrastructure
- Reduces administrative burden while maintaining compatibility with surrounding uses

This targeted modification ensures Section 720 remains practical, enforceable, and aligned with the overall goals of landscaping, buffering, and sustainable development within the County.

Benefit-cost Analysis of the Amendment

Who does it help?
The proposed amendment benefits multiple stakeholder groups. Solar electric-power generation facility owners and developers gain the most direct benefit because the new utility-compatible buffer eliminates shading conflicts, reduces the need for waivers, and provides clearer, more predictable design requirements. Utility providers also benefit from improved safety and reduced maintenance issues, as the amendment ensures vegetation remains compatible with overhead power line clearance standards. County staff gain efficiency by no longer processing routine landscape waivers, allowing for more consistent and streamlined review. The general public and adjacent property owners benefit from the continued provision of visual screening, reduced glare, maintained aesthetic quality, and improved safety and reliability of electric infrastructure.

Who does it hurt?
The amendment results in minimal negative impacts. Developments without overhead utilities are still required to provide the full Type A buffer, including canopy trees, but this is not a new burden, only the continuation of existing standards found in Appendix B. Projects that prefer canopy trees for aesthetic reasons in areas with overhead utilities may experience reduced design flexibility, as canopy trees will no longer be allowed where they could interfere with utility infrastructure. However, these limitations are necessary to comply with safety and clearance requirements. Overall, the amendment avoids creating new hardships and instead corrects existing conflicts within the Code.

What is the cost?
Developers may experience lower landscape installation and maintenance costs because understory trees and shrubs are generally less expensive than canopy trees and more compatible with areas constrained by utilities. Eliminating the need for waivers further reduces consulting, engineering, and processing expenses. The County similarly benefits from reduced administrative burden, as staff will no longer need to process routine waiver requests. Utility providers may also see reduced vegetation-management costs due to fewer canopy trees near overhead power lines. Overall, no new financial obligations are created, and the amendment aligns existing requirements with practical site conditions.

Limits of the Proposed Ordinance

While the proposed ordinance effectively resolves conflicts between existing landscape standards, solar facility operations, and overhead utility infrastructure, it does have certain limits. The amendment applies only to areas with overhead power lines or solar electric-power generation

facilities, meaning the full Type "A" buffer, including canopy trees, remains required in all other areas, even where developers may prefer a more flexible or lower-maintenance landscape design. The ordinance does not eliminate all height or species limitations, as plantings must still comply with Appendix B and other County landscaping requirements, which may restrict aesthetic options. Additionally, while the ordinance reduces the need for waivers, it cannot fully eliminate unique site-specific situations that may still require administrative review. Finally, the amendment focuses exclusively on frontage buffers; it does not address potential landscaping or screening issues on interior property lines or other parts of a development where similar constraints might occur. Overall, the ordinance is intentionally narrow in scope, addressing a specific and recurring issue but not redesigning the broader landscape framework.

Comparisons to other Jurisdictions:

Staff commonly survey counties on the I-4 corridor for regulatory comparisons because they are most closely similar to Polk. Some of the abutting counties are reviewed. Alachua and Duval are also reviewed because of similar demographic and urban-rural mixture. This method of selection creates a survey of 13 total local jurisdictions.

A review of comparable jurisdictions shows a wide variation in how local governments address landscaping requirements in areas affected by overhead utilities, particularly regarding whether specialized buffers are required, whether canopy trees may be substituted, and how tree spacing is regulated for safety and maintenance compatibility. Of the 13 jurisdictions, the majority do not provide a dedicated overhead utility or power-line buffer; only 3 of the 13 jurisdictions establish a formal, stand-alone utility buffer with defined widths, planting counts, or opacity standards. However, among the 10 jurisdictions that do not require a specific utility buffer, most still address overhead utility constraints through alternative compliance measures. A significant portion of these jurisdictions either prohibit canopy trees entirely within utility corridors or allow substitution of understory trees and shrubs in place of canopy species to ensure compliance with height and clearance limitations. Several also require coordination with utility providers, impose height-based species restrictions, or specify tree spacing standards to avoid conflicts with overhead lines. While only a minority of jurisdictions offer a formal utility-specific buffer, the overwhelming majority recognize the operational and safety conflicts created by overhead lines and respond by modifying plant selection, plant height, spacing, or substitution standards.

Taken together, these jurisdictions demonstrate a common recognition of utility-related planting constraints, but they vary substantially in structure: some rely on substitution rules within standard buffers, others impose explicit overhead-utility buffers with defined planting counts, and others simply require compatibility with utility height limits. This comparison supports the need for a clear, predictable, and utility-compatible buffer standard, such as the one proposed in the amendment.

Staff focused on the overarching themes reflected in Table 1 to follow. Whether jurisdictions provide a dedicated overhead-utility buffer, how they address planting requirements through canopy tree prohibitions or substitutions, and what tree separation or spacing standards they apply in utility-conflict areas. Details of this survey are found in Table 1 to follow.

Table 1

Jurisdiction *(Code citation)*	**Provide power line/overhead utility buffer?**	**Planting Requirements?** *Canopy trees prohibited or substitution?*	**Tree Separation Requirement?**
Alachua County *Sec. 407.43 Sec. 407.70 Table 407.50.1*	**Yes.** Width: 10' Length: 100 LF	**No.**	**Yes.** Overhead or underground utility service facilities shall

Table 1

Jurisdiction *(Code citation)*	**Provide power line/overhead utility buffer?**	**Planting Requirements?** *Canopy trees prohibited or substitution?*	**Tree Separation Requirement?**
	Canopy: N/A Understory: 4 Shrubs: Depends on required opacity		provide **utility providers' separations** from all trees and landscaping.
Brevard County *Sec. 62-4341-42*	**No.**	**Yes.** To not interfere with utility services or create an unsafe visual clearance or other safety or maintenance hazard. **This does not prohibit the appropriate plantings within utility easements.**	**No.**
Duval County *Sec.656.1215*	**No.**	**No.**	**Yes.** Required trees reaching a mature height greater than 25 feet shall be located at least **20 feet** away from the power line
Hardee County *Sec. 5.13.07.03* *Sec. 5.13.07.08* *Table 5.13.07.C* *Figure 5.3.11.A*	**No.**	**Yes.** Easements for overhead wires only **prohibit the planting of large trees**, so understory trees are allowed in narrow buffer yards under power lines.	**Yes.** Large and medium sized trees should not be planted closer than **15 feet**
Highlands County *Sec. 12.11.105.2* *Sec. 12.11.105.5* *Figure 12.11.105.5.A*	**No.**	**Yes. No shade tree that exceeds 40 feet** in height at maturity shall be placed within 15 feet of any overhead utility.	**Yes.** Large and medium sized trees should not be planted closer than **15 feet**
Hillsborough County *Sec. 6.06.06*	**No.**	**Yes.** Consultation with the local utility representative should occur for assistance on selecting suitable vegetative species.	Vegetation that exceeds 25 feet in height at maturity shall not be planted closer than **30 feet** of the vertical plane of an existing power line, excluding service wires.
Lake County *Sec. 9.01.05* *Sec. 9.01.06*	**No.**	**Yes.** Special precautions Shall be taken to **not locate canopy trees under or near utility easements.**	**No.**
Manatee County *Sec. 701.4* *Sec. 902.7* *Figure 7-2*	**Yes.** Width: 10' Length: 100 LF Canopy: N/A Understory: 5 Shrubs: 50	**Yes.** For roadway buffers that contain overhead power lines, the **requirement for canopy trees may be reduced** to allow understory trees	**No.**
Orange County *Sec. 24-4* *Sec. 24-5*	**No.**	**Yes.** When a required buffer lies within 10 feet of an above ground power or other utility line, **understory trees may be planted in the affected buffer in lieu of shade trees.**	**No.**
Osceola County *Sec. 4.8.3* *Sec. 4.8.5*	**No.**	**Yes.** For local streets, where overhead utilities exist and would be in conflict with required plantings, small trees may be planted in lieu of large trees at a **2:1 ratio.**	**Yes.** Overhead or underground utility service facilities shall be designed to provide **clearance from the mature height** of trees and landscaping proposed on the landscape plan.
Pasco County *Sec. 905.2*	**No.**	**Yes.** Consultation with the affected utility should occur for assistance with the selection of suitable vegetative species.	**Yes.** Where interference with overhead utility lines is probable, ornamental trees shall be planted with a maximum spacing of **20 feet** on center.

Table 1

Jurisdiction *(Code citation)*	**Provide power line/overhead utility buffer?**	**Planting Requirements?** *Canopy trees prohibited or substitution?*	**Tree Separation Requirement?**
Seminole County *Sec. 30.14.3* *Sec. 30.14.4* *Sec. 30.14.5* *Sec. 30.14.7*	**Yes.** Width: Depends on required opacity Length: 100 LF Canopy: N/A Understory: 5 Shrubs: 16	**Yes.** Substitution of **3:1 ratio** in the event where canopy trees are required.	**No.**
Volusia County *Sec. 72-284*	**No.**	**Yes.** Tree selection shall be limited to those trees that will not, at mature height, conflict with overhead utilities. **Substitution** of understory trees or shrubs for required canopy and/or mid-story trees.	**Yes.** Canopy (height at maturity of greater than 30 feet): **30'** Mid-story (height at maturity between 20 and 30 feet): **20'** Understory trees (height at maturity of less than 20 feet): **No offset**.

Consistency with the Comprehensive Plan

POLICY 2.125-D3: PRIVATE UTILITY COORDINATION - The County shall require applicants/developers to submit plans and plats to the power companies at the same time plans are submitted to the county for review to assist in the planning and programming of utility service.

Consistency with the Florida Statutes

The proposed text amendment is consistent with Section 163.3205, Florida Statutes, which authorizes local governments to establish buffering and landscaping requirements for solar facilities provided that such standards are not more restrictive than those applied to comparable uses. The amendment aligns with this statutory direction by creating a utility-compatible buffer that resolves operational conflicts with solar arrays and overhead power lines without imposing additional or more onerous requirements beyond what is already required for similar development types. The modification supports the Legislature's expressed intent to encourage renewable solar energy production while allowing counties to tailor landscaping standards to protect public safety and surrounding properties.

Comments from Other Agencies: None.

Draft Ordinance: under separate attachment

Exhibits:
Exhibit 1 – Figure 7.3
Exhibit 2 – Utility Buffer

Exhibit 1

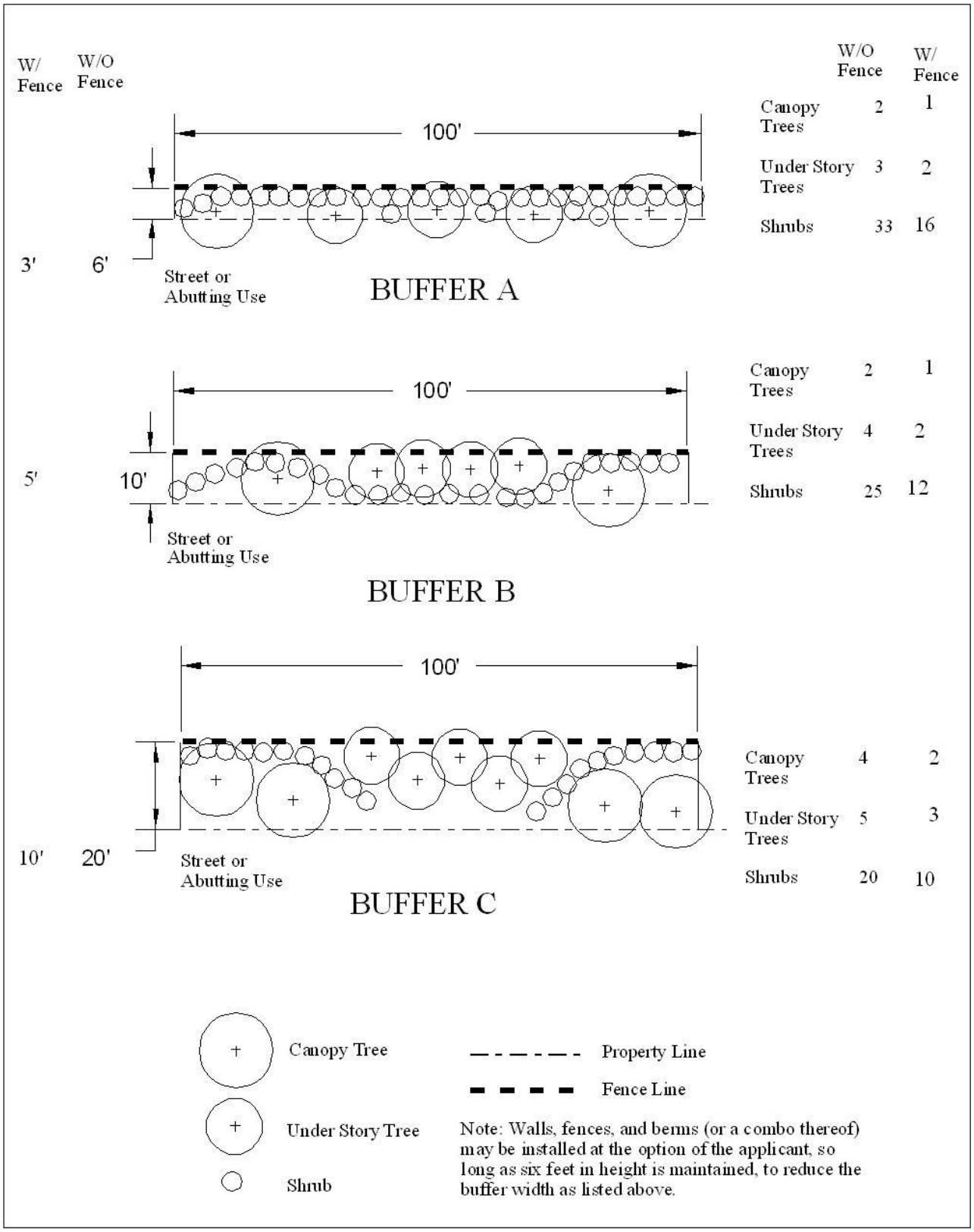
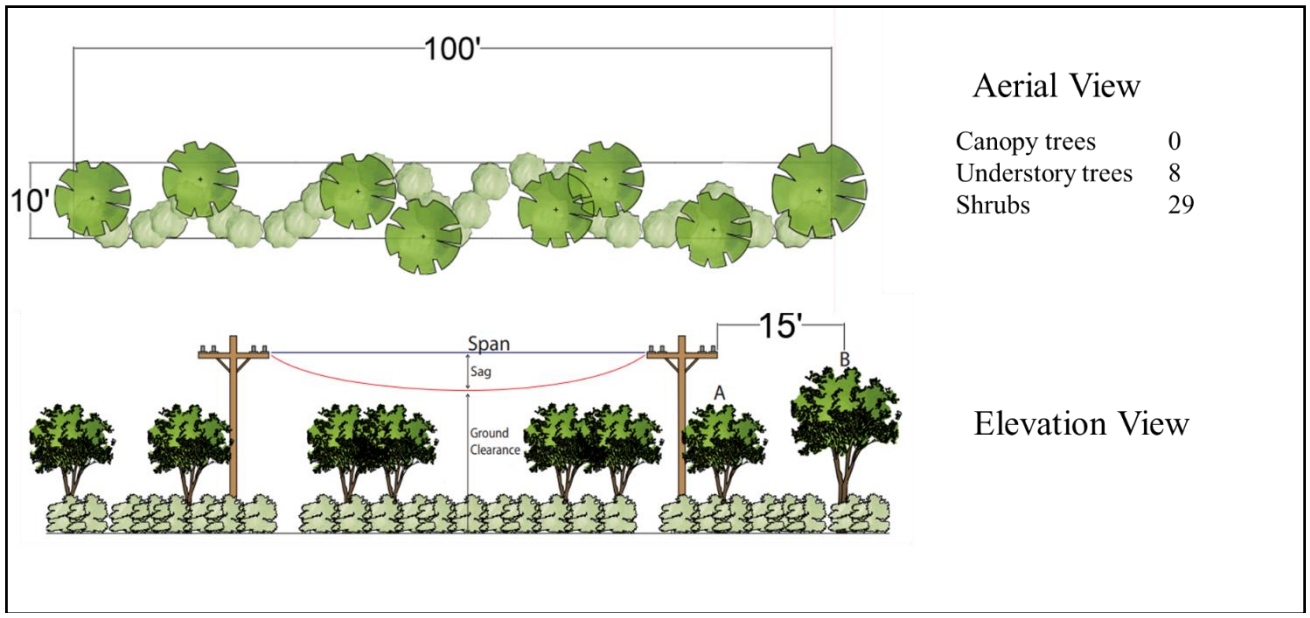


Figure 7.3 Buffer Types and Requirements

Exhibit 2



Utility Buffer

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-24, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING CHAPTER 3, SECTION 303, SOLAR ELECTRIC-POWER GENERATION FACILITY, TO MODIFY LANDSCAPING REQUIREMENTS; AMENDING CHAPTER 7, SECTION 720, LANDSCAPING AND BUFFERING TO INCLUDE A UTILITY BUFFER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 9, Section 903 of the Land Development Code requires Land Development Code Amendments to be a Level 4 Review; and

WHEREAS, Chapter 9, Section 907 sets forth the purpose and review process for Level 4 Reviews; and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on December 3, 2025; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code regarding Chapter 3, Section 303, Solar Electric-power Generation Facility, to modify landscaping requirements; amending Chapter 7, Section 720, Landscaping and Buffering, to include a Utility Buffer; and

WHEREAS, the Board of County Commissioners held two public hearings on January 6, 2026 and January 20, 2026 wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk County, Florida that:

NOTE: The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: FINDINGS The Board hereby finds and determines that:

a) The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted.

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on December 3, 2025, to consider the LDC text amendments contained within Application LDCT-2025-24 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-24.

c) The adoption of LDCT-2025-24 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 3, Section 303, Solar Electric-Power Generation Facility, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 303 Solar Electric-Power Generation Facility

The location, construction, and operation of solar electric-power generating facilities shall comply with the following standards:

1. Siting/location criteria:
    a. Solar Electric-Power Generation Facilities shall be allowed in the A/RR, A/RRX, RS, RCC-R, HIC, BPC-1, BPC-2, IND, INST-1, INST-2 and PM land use districts subject to conditional use approval.
    b. The minimum property size for a Solar Electric-Power Generation Facility shall be 10 acres.
    c. All solar panels and associated equipment shall be setback a minimum of 50 feet from all property lines and shall comply with all applicable right-of-way setbacks.
    d. The height of any solar panels and solar arrays shall not exceed the height limitation for the applicable land use district; otherwise, a variance may be applied for in accordance with Section 930 of this Code.
    e. Visual impacts of the solar panels, solar arrays and any solar energy system shall be minimized in accordance with the following:
        i. A ~~Type A landscape~~ Utility Buffer shall be required along the frontage of all public rights-of-way. If this buffer is determined to affect the functionality of the solar arrays and system, the applicant may apply for a waiver to this requirement in accordance with Section 932 of this Code.
        ii. Clearing of natural vegetation for the installation of a Solar Electric-Power Generation Facility shall be limited to that which is necessary for the construction, operation, and maintenance of the Facility and as otherwise prescribed by applicable state and federal laws, rules, and regulations.
2. Within the BPC-1, BPC-2, and INST-1 districts, a Solar Electric-Power Generation Facility shall require a Level 3 Review if any of the follow criteria are met:

a. The proposed facility will be located within one-quarter mile (1,320 feet) from a single-family residence or subdivision consisting of single-family lots;

b. The solar panels or any associated equipment is proposed to be closer than 50 feet to the property line.

3. Solar Electric-Power Generation Facilities shall comply with the Florida Electrical Power Plant Siting Act when determined to be a Certified Electric-Power Generation Facility pursuant to Florida Statues. Polk County shall, at its sole discretion, remain a party to the Electrical Power Plant Siting Act certification process. Solar Electric-Power Generation Facilities that qualify as a Certified Facility shall require a Level 4 Review.
4. Prior to approval, the applicant shall demonstrate that the Facility complies with all other applicable state and federal laws, rules and regulations pertaining to electric-power generation facilities specific to solar power.
5. Additional primary uses associated with Solar Power Generation Facilities such as solar-related material and equipment storage, including, without limitation, solar panels, inverters, and battery storage systems (outdoor or enclosed) for onsite and offsite use, administrative offices, and training facilities may be permitted in the INST-1 and INST-2 districts through Level 3 Review.

SECTION 3: Chapter 7, Section 720, Landscaping and Buffering, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

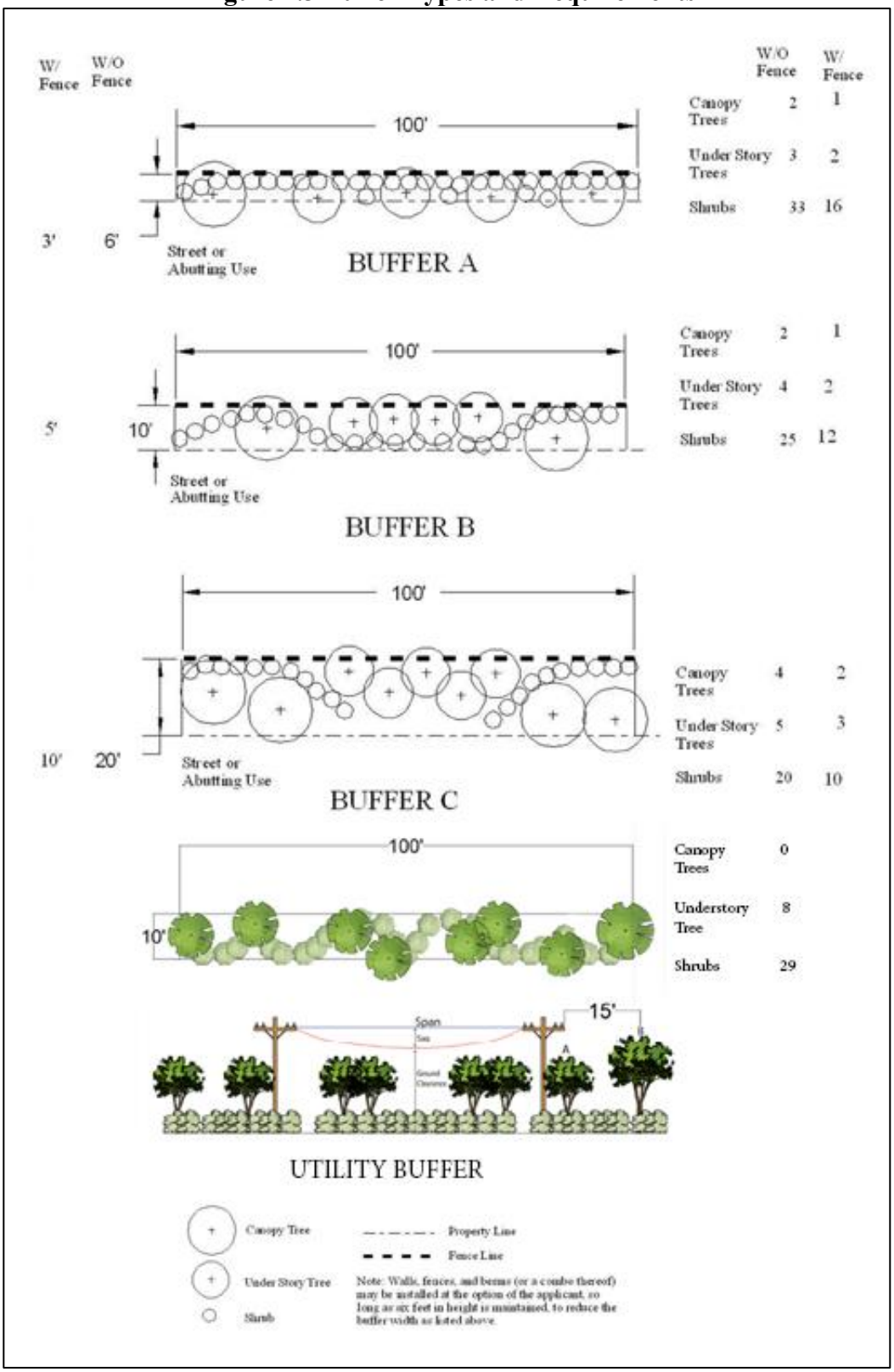
H. Buffering

Landscape buffers are required between certain abutting land uses to mitigate or minimize potential nuisances such as noise, light, glare, dirt and litter, signs, parking or storage areas.

1. The Buffer Matrix, Table 7.12 outlines the requirements for buffers which is based on the intensity of the proposed development or use, and the uses which are developed or intended on all adjacent properties. The letters A, B, C on Table 7.12 refer to specific types of buffers which are illustrated in Figure 7.3. "N" means no buffer is required by this Code. Where an abutting property is vacant, the land use designation of the abutting property shall determine the type of buffer required on that side of the property.
2. Buffers shall be located on the outer perimeter of a lot or parcel extending to the limits of the developed area of the site. They may not occupy any portion of an existing, dedicated, or reserved public or private street or right-of-way, unless a landscape maintenance agreement is approved by the Board of County Commissioners for public right-of-way and maintenance entity is identified on a plat for private streets or rights-of-way.
3. In those instances where a fence or wall is used the requirements of Section 210 shall apply in addition to the following:
    a. Fences shall be a minimum six feet high, 100 percent opaque wood or PVC.
    b. Walls shall be brick or masonry, a minimum of six feet in height and designed for proper drainage flow.
    c. Where fences or walls are used, the landscaping shall be planted along the exterior of the fence or wall as provided in Figure 7.3.
4. Buffers for public or private elementary, middle, and high schools shall include shrubs and canopy trees. The plant selection and landscape design shall be developed in accordance with the Florida Safe Schools Design Guidelines to promote natural surveillance from roads and

surrounding property and to prevent crime through proper environmental design. Alternative landscape buffer designs, developed in accordance with the Florida Safe Schools Design Guidelines, will not be subject to waiver requirements.

Figure 7.3 Buffer Types and Requirements



SECTION 4: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this 20th day of January 2026.

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-24, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING CHAPTER 3, SECTION 303, SOLAR ELECTRIC-POWER GENERATION FACILITY, TO MODIFY LANDSCAPING REQUIREMENTS; AMENDING CHAPTER 7, SECTION 720, LANDSCAPING AND BUFFERING TO INCLUDE A UTILITY BUFFER; AMENDING CHAPTER 9, SECTION 932, WAIVERS TO TECHNICAL STANDARDS, TO MODIFY FOR THE PROPOSED AMENDMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

An ordinance of the Polk County Board of County Commissioners regarding Land Development Code Amendment LDCT-2025-23, amending Ordinance No. 00-09, as amended, the Polk County Land Development Code; amending Chapter 3, Section 303, Solar Electric-power Generation Facility, to modify landscaping requirements; amending Chapter 7, Section 720, Landscaping and Buffering, to include a Utility Buffer; amending Chapter 9, Section 932, Waiver to Technical Standards, to modify for the proposed amendments; providing for severability; and providing for an effective date.

LDCT-2025-24 - Powerline Landscaping Buffers

Menu Reports Help

Application Name: Powerline Landscaping Buffers

File Date: 09/22/2025

Application Type: BOCC-LDC Text Change

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: Powerline Landscaping Buffers

Application Detail: Detail

Address: 330 W CHURCH ST, BARTOW, FL 33830

Parcel No: 253006393000000172

Owner Name: POLK COUNTY

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
POLK COUNTY		Applicant	Mailing, 330 W Church ...	Active
POLK COUNTY		Engineer	Mailing, 330 W Church ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $850.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: **LD_PUBL_HEAR**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
Government Project

Variance Type
--

Brownfields Request
--

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
--

Will This Project Be Phased

Acreage
0

DRC Meeting
10/09/2025

DRC Meeting Time
9:45 AM

Rescheduled DRC Meeting
--

Rescheduled DRC Meeting Time
--

Number of Units
--

Green Swamp
No

Is this Polk County Utilities

Case File Number
--

FS 119 Status
Non-Exempt

One Year Extension
--

ADVERTISING

Legal Advertising Date
--

BOCC1 Advertising Date
--

BOCC2 Advertising Date
--

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
--

Planning Commission Date
12/03/2025

BOA Hearing Date
--

1st BOCC Date
01/06/2026

2nd BOCC Date
01/20/2026

HEARING

PC Hearing Results
--

PC Vote Tally
--

BOCC 1st Hearing Results
--

BOCC 1st Vote Tally
--

BOCC 2nd Hearing Results
--

BOCC 2nd Vote Tally
--

FINAL LETTER

Denovo Appeal
--

Denovo Results
--

Denovo Tally
--

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List
Open

PLAN REVIEW FIELDS

TMPRecordID
POLKCO-REC25-00000-014H0

DocumentGroupforDPC
DIGITAL PROJECTS LD

RequiredDocumentTypes
--

RequiredDocumentTypesComplete
No

AdditionalDocumentTypes
Applications,AutoCad File,Binding Site Plans (PDs and CUs) CSV Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion

Activate DPC
Yes

Activate FSA
Yes

DigitalSigCheck
Yes

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board	Number of Boards (Number)	Number of Mailers (Number)	Date Mailed	Date Posted	NOR

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	09/22/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	10/13/2025	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	10/06/2025	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	09/22/2025	Kim Turner
Planning Review	Kyle Rogus	Approve	10/06/2025	Kyle Rogus
School Board Review	School District	Not Required	09/22/2025	School District
Review Consolidation	Lyndsay Rathke	Approved for...	10/13/2025	Lyndsay Rathke
Staff Report				
Public Notice				
Planning Commision				
BOCC Hearing				

Task	Assigned To	Status	Status Date	Action By
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

LDCT-2025-24

Powerline Landscaping Buffers LDC Text Amendment

Agenda Item 9

DRC Recommendation:

Approval

Request:	This is a County-initiated LDC Text Amendment to Chapter 3, Section 303, Solar Electric-Power Generation Facility, to modify landscaping requirements; amending Chapter 7, Section 720, Landscaping and Buffering, to include a Utility Buffer.

- ***SECTION 2: Chapter 3, Section 303, Solar Electric-Power Generation Facility***

e. Visual impacts of the solar panels, solar arrays and any solar energy system shall be minimized in accordance with the following:

i. A ~~Type A Landscape~~ Utility buffer shall be required along the frontage of all public rights-of-way. If this buffer is determined to affect the functionality of the solar arrays and system, the applicant may apply for a waiver to this requirement in accordance with Section 932 of this Code

ii. Clearing of natural vegetation for the installation of a Solar Electric-Power Generation Facility shall be limited to that which is necessary for the construction, operation, and maintenance of the Facility and as otherwise prescribed by applicable state and federal laws, rules, and regulations.

- ***SECTION 3: Chapter 7, Section 720, Landscaping and Buffering***

H. Buffering (Revised. 03/18/09 - Ord. 09-006; 12/12/08 - Ord. 08-052; 03/25/03 - Ord. 03-22; 9/26/01 - Ord. 01-70)

Landscape buffers are required between certain abutting land uses to mitigate or minimize potential nuisances such as noise, light, glare, dirt and litter, signs, parking or storage areas.

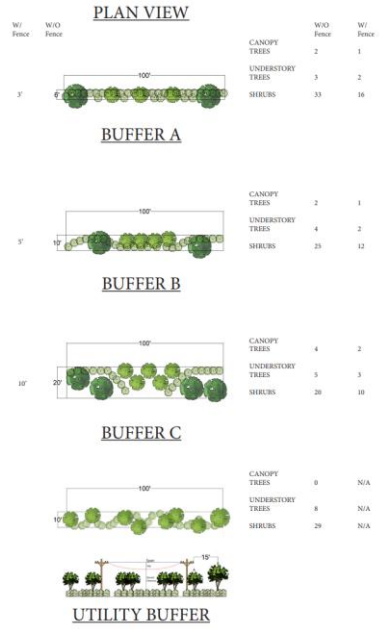
1. The Buffer Matrix, Table 7.12 outlines the requirements for buffers which is based on the intensity of the proposed development or use, and the uses which are developed or intended on all adjacent properties. The letters A, B, C on Table 7.12 refer to specific types of buffers which are illustrated in Figure 7.3. "N" means no buffer is required by this Code. Where an abutting property is vacant, the land use designation of the abutting property shall determine the type of buffer required on that side of the property…

Legal Ad Published 11/19 – No Response.

BoCC Dates: 1/6 & 1/20

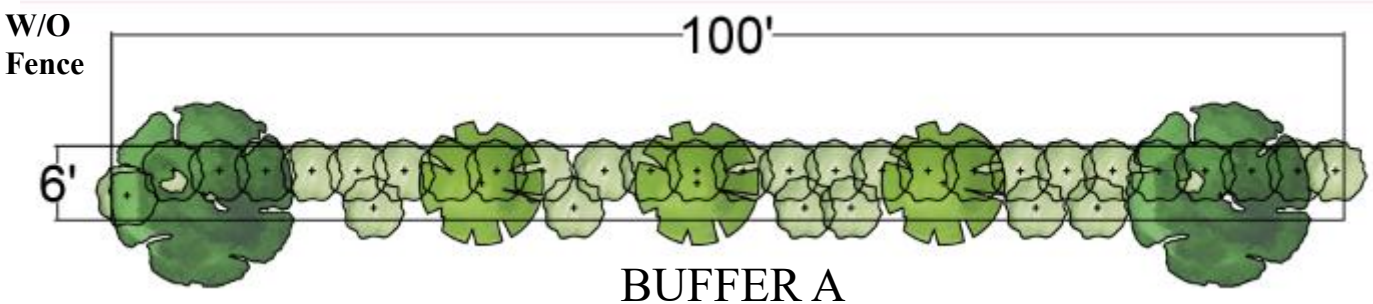
DRC Recommends Approval

Figure 7.3 Buffer Types and Requirements
(Rev. 9-26-01 - Ord. 01-70)



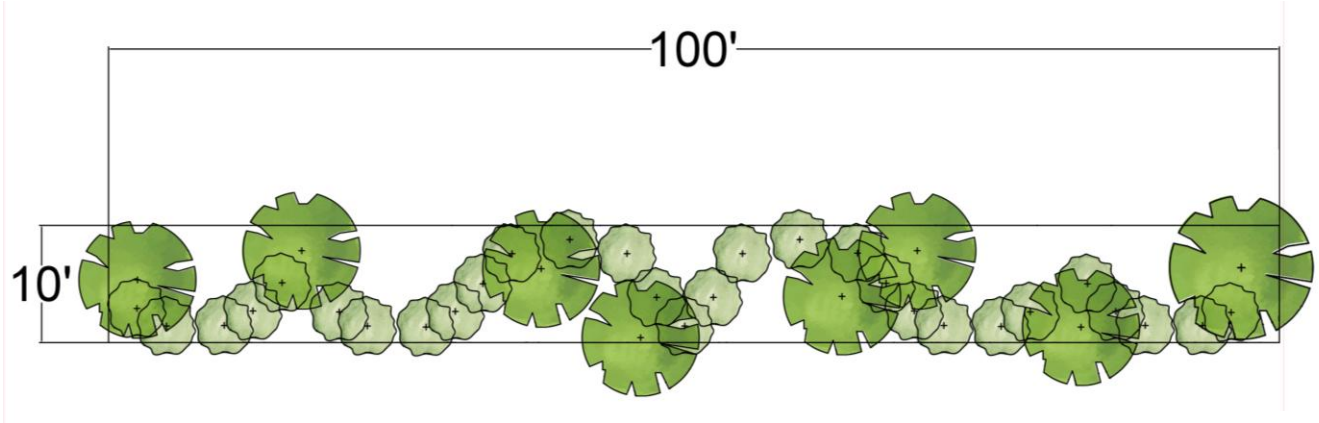
Existing Type "A" Buffer vs Proposed Utility Buffer

W/ Fence	W/O Fence
3'	6'



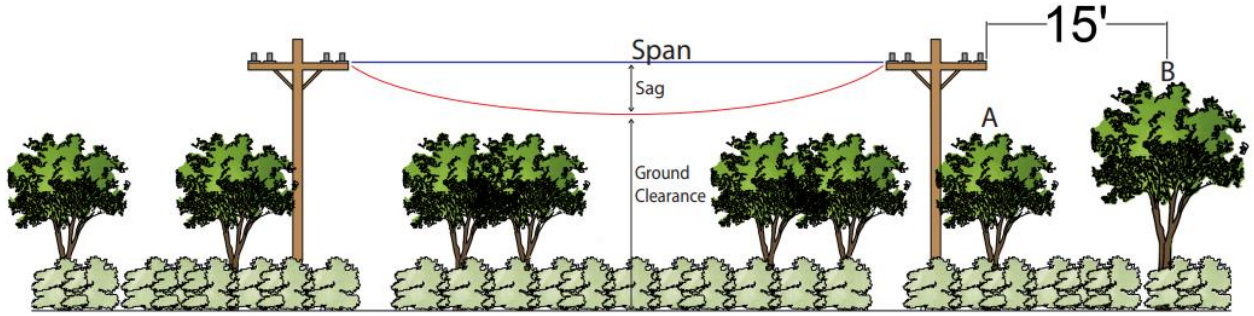
BUFFER A

	W/O Fence	W/ Fence
Canopy Trees	**2**	1
Understory Trees	**3**	2
Shrubs	**33**	16



Aerial View

Canopy Trees	**0**
Understory Trees	**8**
Shrubs	**29**



Elevation View

UTILITY BUFFER

Section 303, Solar Electric-Power Generation Facility

a. Visual impacts of the solar panels, solar arrays and any solar energy system shall be minimized in accordance with the following:
   i. A ~~Type A Landscape~~ Utility buffer shall be required along the frontage of all public rights-of-way. If this buffer is determined to affect the functionality of the solar arrays and system, the applicant may apply for a waiver to this requirement in accordance with Section 932 of this Code.
   ii. Clearing of natural vegetation for the installation of a Solar Electric-Power Generation Facility shall be limited to that which is necessary for the construction, operation, and maintenance of the Facility and as otherwise prescribed by applicable state and federal laws, rules, and regulations.



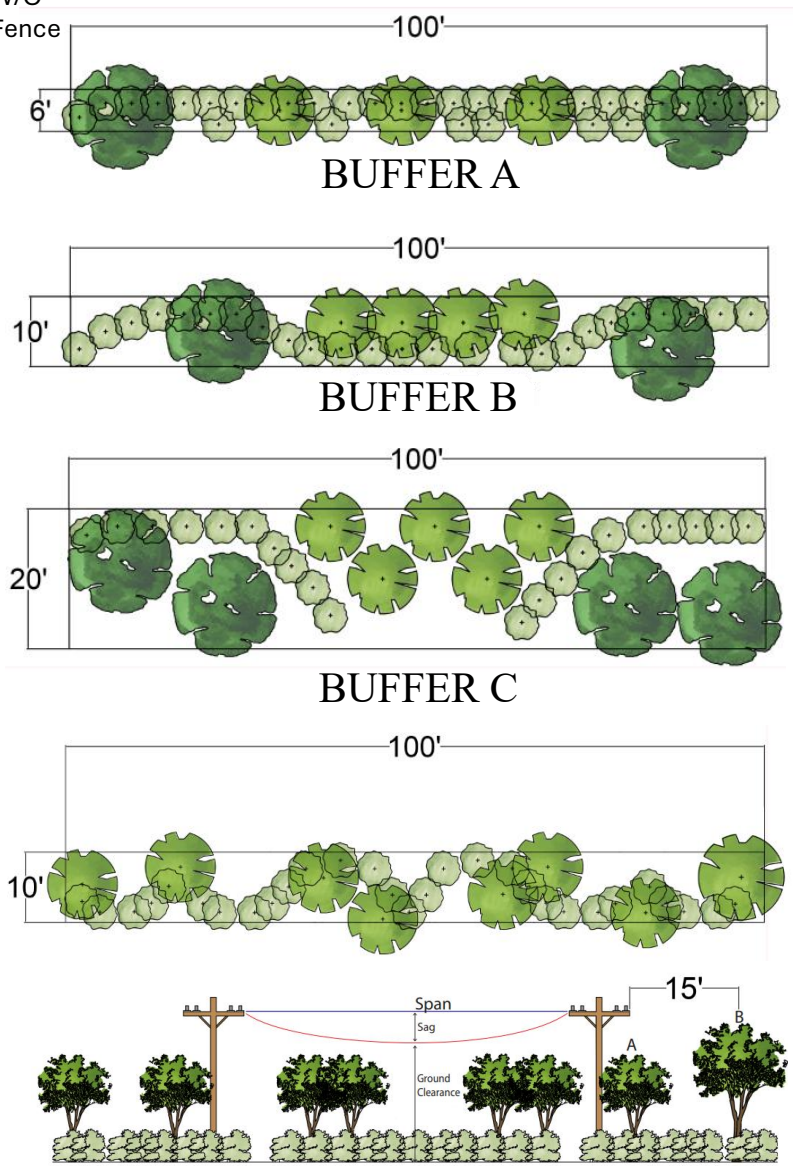


****The Proposal:**

- *Eliminates canopy tree requirements in areas constrained by solar facilities.*
- *Allows only understory trees, large shrubs, or compatible species that meet Appendix B height restrictions.*
- *Maintains the visual screening intent while avoiding shading of solar arrays.*
- *Reduces or eliminates the need for waivers under Section 932 by creating a buffer standard inherently compatible with the constraints of Solar Electric-Power Generation Facilities.*

Section 720, Landscaping and Buffering

W/ Fence	W/O Fence		W/O Fence	W/ Fence
3’	6'	BUFFER A		
		Canopy Trees	2	1
		Understory Trees	3	2
		Shrubs	33	16
5’	10'	BUFFER B		
		Canopy Trees	4	2
		Understory Trees	5	3
		Shrubs	20	10
10’	20'	BUFFER C		
		Canopy Trees	2	1
		Understory Trees	3	2
		Shrubs	33	16
N/A	10'	UTILITY BUFFER		
		Canopy Trees	0	
		Understory Trees	8	
		Shrubs	29	



Development adjacent to roadways with overhead power lines face operational and safety constraints:

- *Canopy tree requirements within the Type “A” buffer conflict with power line clearance, creating safety risks and potential utility violations.*
- *The current standard does not differentiate between areas with and without overhead utilities, leading to routine requests for waivers under Section 932 to modify plant types or densities.*



****The Proposal:**

- ***New Utility Buffer:***
  - *Applied along roadway frontages where overhead power lines exist*
  - *Maintains appropriate visual screening and aesthetics*
  - *Allows only understory trees, large shrubs, or species compatible with utility height restrictions (per Appendix B)*
  - *Eliminate canopy trees to avoid utility conflicts*
- ***Retention of Type “A” Buffer:***
  - *In areas not affected by overhead utilities, the standard Type “A” buffer continues to apply, preserving the landscape character and the benefits outlined in the Code.*

Jurisdiction *(Code citation)*	**Provide power line/overhead utility buffer?**	**Planting requirements?** *Canopy trees prohibited, consultation or substitution?*	**Tree Separation Requirement?**
Alachua County *Sec. 407.43* *Sec. 407.70* *Table 407.50.1*	**Yes.** *Width: 10'* *Length: 100 LF* *Canopy: N/A* *Understory: 4* *Shrubs: Depends on required opacity*	**No.**	**Yes.** *Overhead or underground utility service facilities shall provide **utility providers' separations** from all trees and landscaping.*
Brevard County *Sec. 62-4341-42*	**No.**	**No.** *To not interfere with utility services or create an unsafe visual clearance or other safety or maintenance hazard. **This does not prohibit the appropriate plantings within utility easements.***	**No.**
Duval County *Sec. 656.1215*	**No.**	**No.**	**Yes.** *Required trees reaching a mature height greater than 25 feet shall be located at least **20 feet away from the power line.***
Hardee County *Sec. 5.13.07.03* *Sec. 5.13.07.08* *Table 5.13.07.C* *Figure 5.3.11.A*	**No.**	**Prohibit.** *Easements for overhead wires **only prohibit the planting of large trees,** so understory trees are allowed in narrow buffer yards under power lines.*	**Yes.** *Large and medium sized trees should **not be planted closer than 15 feet.***
Highlands County *Sec. 12.11.105.2* *Sec. 12.11.105.5* *Figure 12.11.105.5.A*	**No.**	**Prohibit.** ***No shade tree that exceeds 40 feet** in height at maturity shall be placed within 15 feet of any overhead utility.*	**Yes.** *Large and medium sized trees should **not be planted closer than 15 feet.***
Hillsborough County *Sec. 6.06.06*	**No.**	**Consultation.** *Consultation with the **local utility representative** should occur for **assistance on selecting suitable vegetative species.***	**Yes.** *Vegetation that exceeds 25 feet in height at maturity **shall not be planted closer than 30 feet of the vertical plane** of an existing power line, excluding service wires.*
Lake County *Sec. 9.01.05* *Sec. 901.06*	**No.**	**Prohibit.** *Special precautions Shall be taken to **not locate canopy trees under or near utility easements***	**No.**

Jurisdiction *(Code citation)*	Provide power line/overhead utility buffer?	Planting requirements? *Canopy trees prohibited or substitution?*	Tree Separation Requirement?
Manatee County *Sec. 701.4* *Sec. 902.7* *Figure 7-2*	**Yes.** *Width: 10'* *Length: 100 LF* *Canopy: N/A* *Understory: 5* *Shrubs: 50*	**Substitution.** *For roadway buffers that contain overhead power lines, the requirement for **canopy trees may be reduced to allow understory trees.***	**No.**
Orange County *Sec. 24-4* *Sec. 24-5*	**No.**	**Substitution.** *When a required buffer lies within 10 feet of an above ground power or other utility line, **understory trees may be planted in the affected buffer in lieu of shade trees.***	**No.**
Osceola County *Sec. 4.8.3* *Sec. 4.8.5*	**No.**	**Substitution.** *For local streets, where overhead utilities exist and would be in conflict with required plantings, **small trees may be planted in lieu of large trees at a 2:1 ratio.***	**Yes.** *Overhead or underground utility service facilities shall be designed to provide **clearance from the mature height** of trees and landscaping proposed on the landscape plan.*
Pasco County *Sec. 905.2*	**No.**	**Consultation.** *Consultation with the affected utility should occur for **assistance with the selection of suitable vegetative species.***	**Yes.** *Where interference with overhead utility lines is probable, ornamental trees shall be planted with a **maximum spacing of 20 feet on center***
Seminole County *Sec. 30.14.3* *Sec. 30.14.4* *Sec. 30.14.5* *Sec. 30.14.7*	**Yes.** *Width: Depends on required opacity* *Length: 100 LF* *Canopy: N/A* *Understory: 6* *Shrubs: 16*	**Substitution.** ***Substitution of 3:1 ratio** in the event where canopy trees are required.*	**No.**
Volusia County *Sec. 72-284*	**No.**	**Substitution.** *Tree selection shall be limited to those trees that will not, at mature height, conflict with overhead utilities**. Substitution of understory trees or shrubs for required canopy and/or mid-story trees.***	**Yes.** ***Canopy** (height at maturity of greater than 30 feet): **30'*** ***Mid-story** (height at maturity between 20 and 30 feet): **20'*** ***Understory trees** (height at maturity of less than 20 feet): **No offset.***

LDCT-2025-24

Powerline Landscaping Buffers LDC Text Amendment

Agenda Item 9

DRC Recommendation:

Approval

Request:	This is a County-initiated LDC Text Amendment to Chapter 3, Section 303, Solar Electric-Power Generation Facility, to modify landscaping requirements; amending Chapter 7, Section 720, Landscaping and Buffering, to include a Utility Buffer.

Staff Recommends Approval

Given the frequency and predictability of these waivers, the County is pursuing a new landscape requirement specifically for sites with power lines along road frontages. The intent is to establish a buffer standard that is compatible with both solar facility operations and utility clearance requirements, eliminating the need for routine waivers that can cause uncertainty in design and delays in project completion. The proposed amendment would therefore:

- ***Reduce or eliminate the need for waivers under Section 932 by creating a buffer standard inherently compatible with the constraints of Solar Electric-Power Generation Facilities.***
- ***Remove canopy tree requirements where overhead utility lines exist allowing only understory trees, shrubs, or utility-compatible species.***
- ***Ensure compliance with Appendix B height restrictions while still maintaining the effective visual screen.***

Pursuant to Resolution No. 2022-089, the following individuals are requested to be recognized as experts for land use cases presented under expedited hearing procedures:

- Benjamin A. Dunn, CPM – Director, Office of Planning and Development
- Benjamin J. Ziskal, AICP, CEcD – Director, Land Development Division
- Chanda Bennett, AICP, CPM – Comprehensive Planning Administrator
- Erik Peterson, AICP – Planning Administrator
- Mark Bennett, AICP, FRA-RA, CNU-A - Senior Planner
- Ian Nance – Senior Planner
- Robert Bolton – Planner III
- Aleya Inglima - Planner II
- Andrew Grohowski - Planner II
- Kyle Rogus - Planner II

Kyle Rogus

Bartow, FL | (863) 534-7553 | kylerogus@polk-county.net | linkedin.com/in/kyle-rogus

Environment-centered designer and enthusiast driving conservation through sustainable innovations in production and regional planning

EDUCATION

University of Illinois at Urbana-Champaign May 2023
Bachelor of Science in Sustainable Design w/ Minor in Landscape Architecture
- Dean's List: Spring 2022, Fall 2022

Industry related coursework
- Architecture - Gathered data through site analysis and community engagement, created innovative problem solving designs
- Landscape Architecture - Designed sustainable greywater system relieving dependence on water overconsumption
- Urban planning - Explored the relationship between humans and nature to identify health impacts
- Applied Arts - Designed and constructed prototypes centered around awareness for conservation of natural resources

COMPUTER SKILLS

- Adobe Photoshop, InDesign, Illustrator
- ESRI ArcGIS, Property Appraisers,
- Rhino 7, AutoCAD, SketchUp
- Microsoft Word, Excel, Powerpoint

EXPERIENCE

Polk County Board of County Commissioners Bartow, FL
Land Development Planner I June 2024 – Present

The Walt Disney Company Lake Buena Vista, FL
Disney College Program May 2023 - May 2024
- Implement boating protocols and safety procedures
- Enhance guest experience through service, Disney property, and transportation knowledge

Champaign Park District Champaign, IL
Horticulturist | Summer Employment May 2022 – Aug.2022
- Enhanced knowledge of plants and cultural requirements to maximize growth and cultivation
- Installed and maintained over 25 flower beds within district boundaries
- Demonstrated continual positive effort to nurture working relationships and environment

Aquascape Inc St. Charles, IL
Retail Associate Jun. 2019 – Aug. 2021
- Designed and installed water feature and landscape for individual homeowner
- Developed professional customer relationships increasing loyalty, retention, and rapport
- Utilized upselling techniques to promote additional products and increase sales
- Trained and supervised new employees to use selling strategies and apply best practices for customer retention
- Monitored sales floor and merchandise displays, taking corrective action restocking or reorganizing

ACTIVITIES

Panhellenic Council Champaign, IL
Scholarship Chair | Secretary
- Managed academic records for 50+ members to maintain university compliance
- Drafted agendas, recorded minutes, and generated documents for those in need of academic support
- Supported council by managing budgets, scheduling appointments, and organizing itineraries

Newell District Leadership Academy Member
- Identified trends and assessed opportunities to improve membership growth
- Spearheaded overhaul of fraternity best practices to increase membership retention rates

Polk County

Board of County Commissioners

Agenda Item O.1. 1/20/2026

SUBJECT

Public Hearing (LDCDD-2025-2 Gardener Trails CDD) (Adoption Hearing) to consider the adoption of an applicant-initiated ordinance to establish a new Community Development District (CDD) in the unincorporated area of Polk County.

DESCRIPTION

The Gardener Trails Community Development District (CDD) is for 430 dwelling units on approximately 160.28 acres, located next to Poinciana, south of Chinook Road, north of Halibut Road, east of Caspian Road, and east of the City of Haines City, in Section 34, Township 27, Range 28.

Section 190.046, Florida Statutes (F.S.) requires the Board to adopt an ordinance enacting Community Development Districts within its jurisdiction. The Land Development Division received a complete Petition to establish the Gardener Trails CDD on December 4, 2025. The petition has met the special advertising requirements of Chapter 190, Florida Statutes.

The Board of County Commissioners is required to hold a public hearing to decide upon the establishment of a CDD, pursuant to Section 190.046 F.S. The Board must consider six criteria found in Section 190.005, F.S. explained in the staff report.

RECOMMENDATION

By voting to approve, the Board finds affirmative for items (1), (3), (4), and (6); find in the negative for items (2), and (5) under Section 190.005, F.S; and adopts an ordinance.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Erik Peterson, AICP

Planning Administrator

Land Development Division

863-534-6470

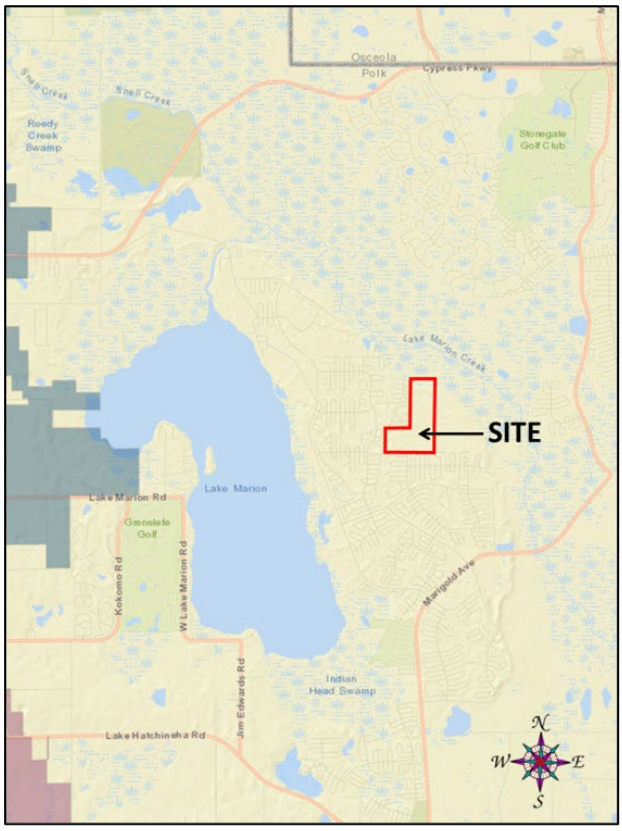
erikpeterson@polk-county.net <mailto:erikpeterson@polk-county.net>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

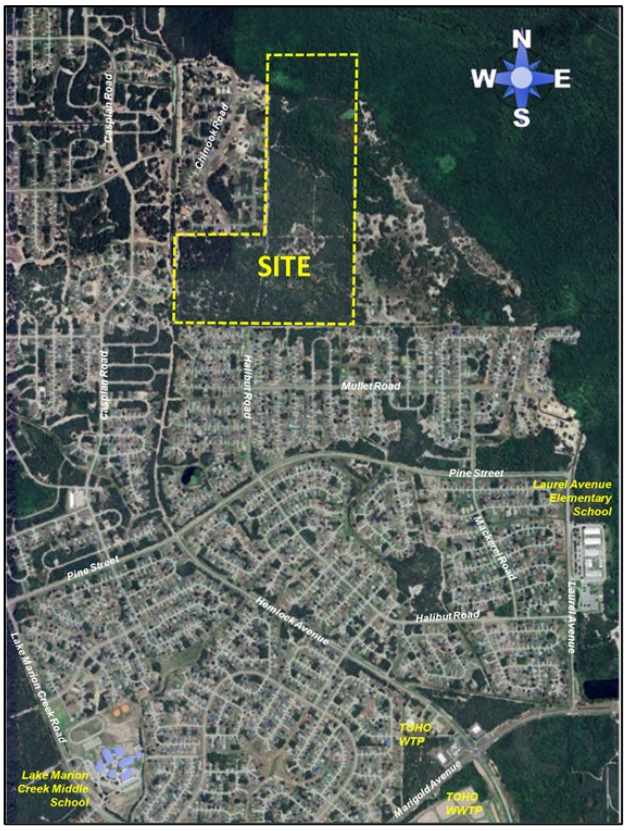
DRC Date:	n/a	**Level of Review:**	4 (Board Only)
PC Date:	n/a	**Type:**	Community Development District
BoCC Date:	January 20, 2026	**Case Numbers:**	LDCDD-2025-2
		Case Name:	Gardener Trails CDD
Applicant:	Jennifer Kilinski, Esq. Kilinski | Van Wyk PLLC	**Case Planner:**	Erik Peterson, AICP

Request:	The request is to adopt an ordinance establishing a Community Development District (CDD) for 430 single-family detached residential lots; describing the external boundaries of the district; describing the functions and powers of the district; designating the initial members of the district's Board of Supervisors; providing a severability clause; and providing an effective date.
Location:	Next to Poinciana, south of Chinook Road, north of Halibut Road, east of Caspian Road, and east of the city of Haines City, in Section 34, Township 27, Range 28.
Property Owner:	Peter George II Kalogridis
Parcel Size:	±160.28 acres
Development Area:	Utility Enclave Area (UEA)
Land Use Designation:	Residential Low-1 (RL-1) LDPD-2025-1
Nearest Municipality:	Haines City ±2.63 miles
DRC Recommendation:	Approval

Location Map



Future Land Use Map



Summary:

The applicant is proposing the establishment of a Community Development District (CDD) that is to be comprised of 430 single-family detached residential lots of varying sizes on ±160.28 acres of which at least 127 acres of it is uplands for a net density of roughly 3.4 dwelling units per acre. The Planning Commission approved the Planned Development (LDPD 2025-01) on August 6, 2025. This CDD, if approved, will supplement the development's infrastructure cost and set up a mechanism for maintaining its local roadways and amenities.

Polk County staff have analyzed this request for consistency with policies and objectives of the Comprehensive Plan and Land Development Code (LDC). The results of this analysis are included in this report. The County Engineer's Office has reviewed the applicants' cost estimates for the infrastructure but cannot confirm their complete accuracy. The estimates are based on typical development costs but do not address detailed specifics necessary to fully confirm them. Furthermore, there are several unknown costs for this development that will be further solidified through the engineering design and construction of the project. For the current cost estimates provided in the petition, see Exhibit 6. The County Surveyor has confirmed that the legal description submitted for inclusion into the ordinance is true and accurate.

The Board of County Commissioners is required, pursuant to Section 190.005, F.S., to consider each of the following items below when approving or expanding a CDD. To grant approval of the request, the Board must find in the **affirmative for items (1), (3), (4), and (6)**, and must find in the negative for items **(2), and (5) for the CDD**.

Statutory Requirements for Board Findings of Fact

1. Whether all statements contained within the petition have been found to be true and correct.

***Yes**, staff finds that all statements made by the applicant within the submitted petition are correct given the information known at this time. Staff have reviewed the cost estimate to the extent that can be verified. They are typical for most developments that have access to urban services in close proximity. The County will except the collector road that bifurcates the development and connects existing development on the south and north after construction is completed by the project developer. The CDD will maintain the local roads within the project.*

The applicant's estimates are based on 430 total dwelling units within the project. The total estimated cost that the CDD may fund is $26,221,995. This equates to roughly $60,982 per unit and includes onsite roadways, stormwater management, hardscape, landscape, and irrigation, streetlighting, recreation amenities, underground power, professional services, and accounts for contingencies. Past CDD estimates have been between $7,350 and $68,625 per unit (see page 16). This proposed CDD is in the higher quartile in the range of per unit cost estimates in CDDs to date.

2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.

***No**, the establishment of a CDD on the subject property **is consistent** with the State and Polk County Comprehensive Plans. An analysis in accordance with Section 2.102 of the Polk County Comprehensive Plan is included in this report. The proposed CDD is for an approved Planned*

Development (LDPD-2025-1) that is consistent with POLICY 2.102-A3 regarding the timing of development along with POLICY 2.107-A1 regarding the Utility Enclave Areas (UEA).

3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

***Yes**, staff finds that the proposed CDD is of sufficient size (±160.28 acres), is sufficiently compact, and is sufficiently contiguous to be developed as one functional interrelated community. A thorough analysis of the area and its proposed development plans are included in this report. For a visual representation see Exhibits 3 and 4.*

4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.

***Yes**, the proposed CDD is one alternative available for delivering its needed community development services and facilities without the additional burden to taxpayers outside of the CDD. Another alternative available is for the developer to pay for all infrastructure improvements up front. However, the CDD has one advantage that the alternatives do not; the CDD is like a municipality that can issue tax free municipal bonds to be funded by future revenue collections included with individual property tax bills. The debt of the CDD runs with the properties created within the CDD, which lessens the chance that it will fall upon public responsibility. The CDD is also used to fund maintenance of certain infrastructure within the development which further reduces taxpayer burden and provides the future residents in the CDD with control over their infrastructure levels of service.*

5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.

***No**, the proposed CDD will fund infrastructure improvements that ensure compatibility with capacity and uses of existing local and regional community development services and facilities in the area. This CDD will be a perpetual entity and funding source for operation and maintenance of the CDD infrastructure. Staff has given a preliminary review for concurrency with existing infrastructure and has found adequate capacities available to serve the proposed development within the CDD for public safety, water, wastewater, transportation, drainage, educational facilities, and recreational facilities. The details of this analysis are provided in this report on pages 5-14. The development will meet a higher standard for drainage design than past developments have in the area.*

6. Whether the area that will be served by the district is amenable to separate special-district government.

***Yes**, owner's authorization has been provided for each property included in the proposed district. A private CDD Board will be responsible for managing the financial and infrastructure needs of the district. The Board members will be established through the adoption of the CDD Ordinance. The initial members of the proposed CDD board are listed in Exhibit 7.*

The Land Development Division, based on the staff report and the information provided in the petition, finds that the proposed **petition for the Gardener Trails Community Development District IS consistent with Section 190.005, F.S**.

The analysis to follow has been developed to address the Policies 2.102-A1 through 2.102-A15 of the Comprehensive Plan.

Surrounding Land Use Designations and Current Land Use Activity

The following table provides a reference point for notable and pertinent Future Land Use Map districts and existing land uses upon them. All references are from the proposed CDD boundary.

Table 1

Northwest: DRI & A/RR Single-family residential dwellings and some vacant lots Chinook Road stub-out	**North:** A/RR Vacant, 100-year flood hazard area Inaccessible land sale lots	**Northeast:** A/RR Vacant, pasture 100-year flood hazard area Inaccessible land sale lots
West: DRI & INST-1 Single-family residential dwellings and some vacant lots	**Subject Property:** RL-1 Vacant ±160.27 acres ±127.05 upland acres	**East:** A/RR Vacant, pasture, one single-family residence on ±83 acres
Southwest: DRI Platted Greenway Single-family residential	**South:** DRI Partially platted Greenway Single-family residential Halibut Road stub-out	**Southeast:** DRI Platted Greenway Single-family residential

Source: Polk County Geographical Information System and site visit by County staff

The project area is approximately ±160.27 acres. The applicant has indicated ± 33.22 acres of wetlands, leaving ±127.05 acres of uplands. The property was omitted from the bordering Poinciana Development of Regional Impact (DRI) (PUD 71-10) and was previously under the Agricultural/Residential Rural (A/RR) land use designation. LDCPAL-2024-14 was approved on July 1, 2025, by the Board (5-0) to adopt an ordinance enabling the subject site to change its Development Area from Rural Development Area (RDA) to Urban Enclave Area (UEA), given the availability of centralized potable water and wastewater. The Future Land Use Map was also changed from A/RR to Residential Low (RL). Since no subsequent sub-district changes were filed, the property defaulted to Residential Low-1 (RL-1). The Planning Commission approved a Planned Development approval for 430 single-family detached lots under case LDPD-2025-1 on August 6, 2025 by a vote of 7-0.

To the north and east are floodplains, wetlands, vacant lands, inaccessible tracts, and one large ranching property with a single residential dwelling on it, but the primary surrounding uses are single-family detached lots platted between 1970 and 1971 under various phases of Poinciana. In some places the lots are separated by a platted “Greenway” in the Poinciana development which mainly serves drianage purposes. Single-family residences on suburban sized lots is the established residential pattern of development in the area that enables this application. Lot sizes range from approximately 0.21 to 0.62 acres and within a range of densities typically found in RL-2 and RL-3 sub-districts (2 & 3 DU/AC, respectively). Though these lots have been entitled for over 50 years, development of them – and Poinciana at large – has experienced stops and starts in accordance to market fluctuations and availability of utilities.

Compatibility with the Surrounding Land Uses, Infrastructure, and Environment:

The Comprehensive Plan defines Compatibility in Section 4.400 as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion." The LDC defines compatibility as "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

A. Land Uses:

The dominant surrounding uses are single-family homes, the same as proposed here. Typical lot widths in the adjacent Poinciana subdivisions range from 70 to 75 feet, which was standard for that time (1970s). Since the conception of Poinciana, there has been a decrease in lot sizes to account for market demand as well as increased development standards, such as the open space, stormwater management, etc. It has been generally accepted that when this ratio exceeds two new lots abutting one old lot, additional buffering and landscaping are required to mitigate the intensities, and below that no further transition strategy is needed. With this site plan, the applicant has placed 50-foot-wide lots along the southern property line adjacent to typical lot widths of 70-foot-wide existing lots. Similarly, 60-foot-wide lots are proposed along the western property line adjacent to 75-foot-wide lots. In both cases, the lot width ratio is under 2:1. Additionally, the site plan calls out enhanced buffering by placing ponds and landscaping between existing and proposed lots. It is worth mentioning that the ongoing development in Poinciana is not held to these standards. Therefore, staff find no reasonable incompatibilities between the proposed site plan and surrounding uses. Larger lots are located around the periphery of the site with smaller 45-foot-wide lots located towards the interior.

B. Infrastructure:

Polk County Comprehensive Plan Policy 2.102-A3 states, "Development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available."

LDC Section 303 states that the intensity and timeliness of a PD shall be determined by the surrounding infrastructure needed to support the residents within that development. The minimum qualifications for residential density shall be based on achieving a locational score for the Future Land Use Map district and the proximity to existing or programed infrastructure and services (the "Locational Eligibility Score").

To achieve the requested 3.38 DU/AC required a locational eligibility score of 16, based on LDC Tables 3.3 and 3.4, and was easily achieved (< 22 pts.) and approved by the Planning Commission. The site benefits from its proximity to utilities, collector roadways, emergency services, schools, and parks, as will be further detailed below. The applicant is proposing a through-road with sidewalks that will connect Chinook Road to the north to Halibut Road to the south, helping to complete the roadway grid. This will be a collector road maintained by the County. The rest of the internal local roads within the development will be maintained by this proposed CDD. The site plan represents a natural expansion of the Poinciana development and meets the goals established by the Comprehensive Plan for development in the UEA.

C. Environmental:

The Polk County Comprehensive Plan has a Conservation Element. Division 2.300 of the Comprehensive Plan mentions, "The goal, objectives, and policies of the Conservation Element are designed to protect the natural resources which make Polk County a special place while preventing degradation of the environment and allowing development and economic expansion to occur." There should be no serious environmental conditions that need to be addressed with this subject site. There are a few environmental limitations with the development of this property that will require further study prior to development. These include a flood study, an endangered species study, and a wetland delineation. The 430 units will be located on an upland area containing mostly good soil with few limitations to development. Wetlands and the more flood-prone areas are set aside and protected (see Exhibit 4).

Nearest and Zoned Elementary, Middle, and High School

The zoned schools for this development are Laurel Elementary; Lake Marion Creek Middle; and Haines City Senior High. However, a new high school is planned for Bayberry Street just east of Marigold Drive. It will be within three miles of this site. Table 2, to follow, provides a breakdown of the estimated demand for student seats for each level of schooling at the requested number of lots, in addition to the current school capacity. For this table, staff utilized rates for single-family detached units.

Table 2

School	Annual Estimated Demand	Distance from Subject Site	School Capacity (including portables)
Laurel Elementary	63	1.2 miles	78%
Lake Marion Creek Middle	37	1.4 miles	85%
Haines City Senior High	51	6.4 miles	95%

Source: Polk County School Board, GIS, Google Maps

A non-binding letter of concurrency was submitted by the applicant dated March 12, 2025, showing capacity in the elementary school but not the middle or high school levels; however, there was adequate capacity in the adjacent zoned schools. No seats are being reserved for the proposed project now, however. The development will need to apply for a binding letter later in the development process to receive school concurrency.

This development will not be built overnight and could span as much as 10 years, based on historical growth in the area. Families will not be occupying the units until later than the 2026-27 school year, at the earliest.

On Sept. 17, 2024, the Board of County Commissioners adopted a new Impact Fee Ordinance (Ord 2024-62). The new rates went into effect on Jan. 1, 2025. Depending on when build-out begins, this project could generate between $4,783,320 and $5,240,410 in educational impact fees.

Nearest Sheriff, Fire, and EMS Station

Polk County Fire Rescue provides Advanced Life Support transport to all residents and visitors of Polk County. It also provides fire suppression, rescue services, and fire prevention services to all unincorporated Polk County and the municipalities of Eagle Lake, Polk City, Mulberry, Lake Hamilton, and Hillcrest Heights. Emergency response is considered effective if response times are

within eight (8) minutes in rural and suburban areas and 13 minutes in urban areas. The County provides ambulance service to all municipalities as well as the unincorporated areas. This site will be served by Polk County Fire Rescue Station 46, located at 9500 Marigold Avenue, Poinciana. It has both fire and ambulance crews 24/7. It is backed up by stations on Watkins Road and Cypress Parkway. Table 3, below, provides locations and response times from May 2025.

Table 3

	Name of Station	Distance	Response Time*
Sheriff	Ridge District Command located at 9630 Marigold Avenue, Poinciana	±3.8 miles	P1: 12:25 minutes P2: 30:00 minutes
Fire	Polk County Fire Rescue Station 46, located at 9500 Marigold Avenue, Poinciana	±3.8 miles	10-12 minutes
EMS	Polk County Fire Rescue Station 46, located at 9500 Marigold Avenue, Poinciana	±3.8 miles	10-12 minutes

Source: Polk County Sheriff's Office and Public Safety

**Response times are based from when the station receives the call, not from when the call is made to 911.*

On December 30, 2025, a new District Command office opened next to Fire Rescue Station 46 on Marigold Road. The areas of responsibility within this district are the unincorporated areas of Poinciana, Haines City, Davenport, and Lake Hamilton.

Typically, Sheriff response times are not as much a function of the distance to the nearest sheriff's substation, but more a function of the overall number of patrol officers within an area of the County. **Priority 1 Calls (P1)** are true emergencies such as in-progress burglary, robbery, injuries, etc. **Priority 2 Calls (P2)** refer to events that have already occurred, such as a burglary that occurred while the homeowner was on vacation and had just been discovered.

Water and Wastewater Demand and Capacity:

This proposed CDD will be connected to the Toho Water Authority for water and wastewater treatment systems. Development in the UEA is required to connect to public water and sewer facilities, and the proposed densities physically require this connection.

A. Estimated Demand and Service Provider:

The proposed development is for 430 single-family detached units. Single-family detached units are estimated to generate 360 gallons per day (GPD) of demand for water and 270 GPD for wastewater.

Table 4, to follow, provides generalized comparison estimates of the anticipated water and wastewater demands between a development at the base density for RL-1; the highest that could be accomplished through a PD; and the application.

Table 4

Subject Property ±127.05 ac. RL-1	**RL-1** **(1 DU/AC)**	**Max. Density** **5 DU/AC**	**Proposed Plan**
Permitted Intensity	127 SF Units	635 SF Units	430 Units
Potable Water Consumption (GPD)	45,720 GPD	228,600 GPD	154,800 GPD

Table 4

Subject Property ±127.05 ac. RL-1	RL-1 (1 DU/AC)	Max. Density 5 DU/AC	Proposed Plan
Wastewater Generation (GPD)	34,290 GPD	171,450 GPD	116,100 GPD

It is important to note that this is a preliminary review. Further analysis and binding capacity determinations for potable water and wastewater will be required during the Level 2 Review process.

B. Available Capacity:

The Toho Water Authority is the public water or wastewater service provider in this area, Listed below are the Permitted, Maximum Treatment, and Excess Capacity data from the applicant:

Water Treatment Plant: – Toho Water Authority – Poinciana Water System PWS 349-4429
Permitted Capacity: 4,810,000 GPD
Max Treated: 3,236,800 GPD
Excess Capacity: 1,573,200 GPD

Wastewater Treatment Plant: TWA – Lake Marion – WRF A010979
Permitted Capacity: 3,000,000 GPD
Average Treated: 2,220,000 GPD
Excess Capacity: 780,000 GPD

According to documentation submitted with the application, Toho staff has determined that it has potable water, reuse and sewer capacity with existing facilities and expansions as part of planned improvements contained in its Capital Improvement Plan to serve the project. A 10" potable water main is located south of property and will require a tap. Another 8" water main is approximately 145’ north of property and will require extension. A 10" wastewater gravity main is approximately 135’ south of property and will also require an extension. A reuse main is found approximately 13,000 feet from the site. Fire hydrants are located north and south of the property, but new ones will need to be installed within the development.

C. Planned Improvements:

TOHO has multiple plans for short-term system improvements underway, including additional raw water wells and expansion of their wastewater plants, according to information found on their website. The Poinciana system has three water production facilities and three wastewater treatment plants. One water production facility and two water treatment plants have expansion capabilities. Their long-term water supply plan is the Cypress Lake project. Water generated through that facility will be mixed into the Poinciana water system and connected to the Polk County Utilities network in the future.

Roadways/ Transportation Network

The Polk County Transportation Planning Organization (TPO) monitors traffic congestion on over 425 roadway segments (950 directional links). The Roadway Network Database contains current traffic data for all arterial and collector roads and includes information on the current traffic volume and level-of-service for these major roads. The RND contains over 26 fields of transportation data for over 1,300 miles of state, County, and city roads in Polk County – one of the largest road networks in the State of Florida.

Much of the transportation data contained in the updated RND is based on traffic counts taken recently by the TPO and Florida Department of Transportation (FDOT) and is used to calculate the level of service and how much capacity is available on a given road based on the road's level of service (LOS) standard. Also included are several safety and multi-modal indicators that help us track some of the TPO's performance measures and targets. This includes a calculation of crash rates, as well as if there is a presence of transit services, sidewalks and bicycle facilities for each road segment.

The report identifies both daily and peak hour traffic volumes. Daily traffic volumes are reported in Annual Average Daily Traffic (AADT) – the typical traffic volume on a weekday over a 24-hour period. Peak hour traffic represents the highest hourly traffic volume for period between 4 – 7 p.m. It is reported as both a two-way volume and as directional volumes (east and west or north and south).

The peak hour traffic volumes are used to estimate the level-of-service for each roadway, in each direction. Level-of-service refers to the quality of traffic flow. It is the primary measure of traffic congestion. Level-of-service (LOS) is measured on a scale of 'A' to 'F' with LOS 'A' being the best (free-flow traffic) and LOS 'F' being the worst (severe traffic congestion).

A. Estimated Demand:

It is estimated that there will be 7.81 vehicle trips per unit each day on average and approximately one (1.0) vehicle trip per unit either coming or going during the peak hour for the 430 single-family detached dwellings proposed.

Table 5, to follow, provides generalized comparison estimates of the traffic demands between a development at the base density for RL-1; the highest that could be accomplished through a PD; and the application.

Table 5

Subject Property			
±127.05 ac. RL-1	**RL-1 1 DU/AC**	**Max. Density 5 DU/AC**	**Proposed Plan**
Permitted Intensity	127 SF Units	635 SF Units	430 SF
Average Annual Daily Trips (AADT)	992 AADT	4,960 AADT	3,358 AADT
Peak PM Hour Trips	127 Peak PM	635 Peak PM	430 Peak PM

With 430 units, a Major Traffic Study is required during the Level 2 Review process because the average annual daily trip rate (AADT) exceeds 750.

The most crucial time to judge a project's traffic influence is during the PM peak hour because that is the "worst case scenario." The Institute of Transportation Engineers (ITE) has conducted numerous studies on how much traffic residential developments place on the roadway system at all times of the day. The highest impact to the roadway system's capacity are traffic leaving the development and entering the system. ITE estimates that approximately 37% (159 vehicles) will be leaving the development during this three-hour period.

The primary access to the site will be from a connection with Halibut Road to the south and Chinook Road to the north. A cross-connection between the two will be constructed. Halibut intersects with Pine Street to the south, which leads to Lake Marion Creek Drive, Hemlock Avenue, and Marigold Avenue, all Urban Collector roadways.

B. Available Capacity:

The roads surrounding the subject site should have sufficient capacity available, depending on the eventual use and full build out of the site. The Polk Transportation Planning Organization (TPO) monitors certain roadways based on maximum approved traffic in comparison to current vehicle trips to determine what capacity is available.

Table 6, below, provided a generalized estimate of the available capacity on nearby roadway links. It appears that the second phase of the widening of Marigold will be needed before the first phase is completed.

Table 6

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard
8214N	Lake Marion Creek Drive From: Marigold Avenue to CR 580 (Cypress Parkway)	C	469	D
8214S	Lake Marion Creek Drive From: CR 580 (Cypress Parkway) to Marigold Avenue	C	458	D
8100 N	Marigold Avenue South From: Lake Hatchineha Road To: Lake Marion Creek Drive	C	452	D
8100 S	Marigold Avenue South From: Lake Marion Creek To: Lake Hatchineha Road	C	437	D
8431 N	Marigold Avenue Central From: Lake Marion Creek Drive To: Palmetto Street	F	-37	D
8431 S	Marigold Avenue Central From: Palmetto Street To: Lake Marion Creek Drive	F	-75	D
8101 N	Marigold Avenue North From: Palmetto St. To: S. Cypress Parkway	C	897*	D
8101 S	Marigold Avenue North From: Cypress Parkway To: Palmetto St.	C	852*	D
4202E	Cypress Parkway (CR 580) From: Rhododendron Ave. To: Osceola County Line	C	1,333*	E
4202W	Cypress Parkway (CR 580) From: Osceola County Line To: Rhododendron Ave.	C	1,306*	E
8337E	SR 538 Poinciana Parkway (Toll Road) From: Cypress Parkway To: U.S. 17/92	C	278	D
8337W	SR 538 Poinciana Parkway (Toll Road) From: U.S. 17/92 To: Cypress Parkway	C	258	D

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database January 17, 2025.
**Indicates capacity after programmed improvements*

As identified above, Lake Marion Creek Drive has sufficient PM peak hour capacity to support future development activity. Much of the traffic from this development will travel north on Lake Marion Creek to reach Cypress Parkway according to modeling. However, a large amount will be going south for convenience commercial goods, school pick-up/drop-off, and recreation events. It is speculated that weekly commercial and grocery needs will develop to the south in the future.

C. Roadway Conditions:

Lake Marion Creek Drive is a County-maintained Urban Collector roadway with a surface width of 20 feet and a Pavement Condition Index of "Fair."

The two closest roads to the site are Chinook Road and Halibut Road. They are both Local Residential roads that are 20 feet wide. The Pavement Condition Index for Chinook Road is "Very Good." For Halibut Road, while the immediate link next to the subject property is rated as "Good," subsequent portions of this road are also classified as "Fair."

D. Sidewalk Network

There is a sidewalk along the east side of Halibut Road next to the site's southern boundary and connection with internal sidewalks is anticipated. This sidewalk connects with sidewalks along Pine Street.

E. Planned Improvements

Intersection improvements and signalization at Marigold Avenue at Hemlock Drive and Marigold Avenue at Lake Marion Creek Road were recently completed along with sidewalk improvements along Pine Street. Table 7, to follow, shows planned improvements to the surrounding roadway network in the County's 5-year Community Investment Program (CIP).

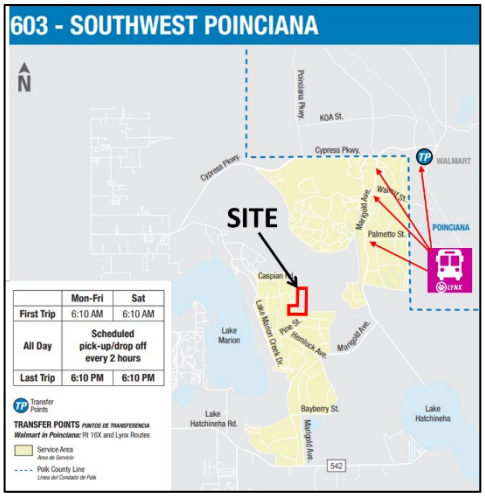
Table 7

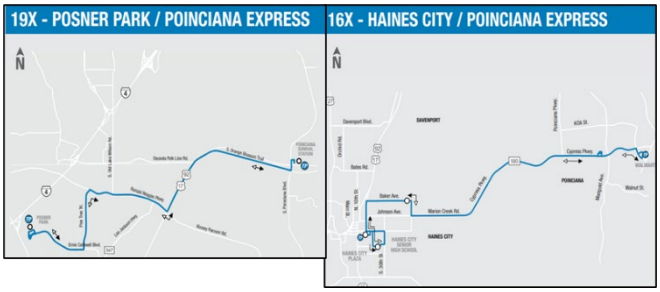
Road	Fiscal Year CIP (estimated cost)	Project Description
Marigold Avenue Widening	$59,000,000	Widen Marigold Avenue from CR 580/Cypress Parkway to Palmetto Street from two-lanes to four-lanes (about 2.2 miles). Marigold Avenue widening is a priority due to population and employment growth in the Poinciana area. SWFWMD permitting complete. Right-of-way acquisition underway. In re-deign to minimize impacts to existing transmission lines. **Construction is TBD.**
Intersection improvements at Marion Creek Road and Cypress Parkway	$2,600,000	Finalizing construction cost estimates for signalization.
Caspian Road Sidewalks	Pending construction bids	Study Phase

The subject site is west of the approved widening of Marigold Avenue. It is located along a separate phase of this roadway project that is anticipated to be widened in the future. The timing and funding of these improvements have not yet been approved.

F. Mass Transit

Citrus Connection offer a call-for-ride service to the entire Poinciana area that takes passengers to transfer points to other routes and services such as the Orlando Metro Area Lynx system. It operates Monday through Saturday. Riders call at least two hours in advance and up to one day in advance. Available times vary based on available seating and existing trips booked at the time of the call. From these points connections can be made to cities within Polk County as well as Suntrax light rail stations.





Park Facilities and Environmental Lands:

The County's residential development standards require functional open space to be designed within a development that includes recreational amenities for the residents. Sidewalks are required on both sides of all residential streets connecting the residents to the open space and recreational amenities.

A. Location:

The Lil Halibut Park is located one mile southeast of the site, and the Poinciana Community Park is four miles south. The proposed use could impact these facilities, due to greater usage because of more residential development in proximity to these facilities. The Lil Halibut Park is located at 1681 Halibut Road, Poinciana. The Poinciana Community Park is at 5109 Allegheny Road, Poinciana 34759.

B. Services:

The Poinciana Community Park has a 0.75-mile paved walking path, a playground, baseball fields, a cricket pitch and basketball parks. There are also multipurpose fields, a pavilion that can be rented and league play. Additionally, a dog park features separate areas for large and small dogs, agility equipment, water fountains and shaded areas for humans. The Lil Halibut Park is a small neighborhood playground. It features an accessible, gated playground for children ages 4 through 12.

C. Environmental Lands:

The subject site is south of the Lake Marion Creek Wildlife Management Area, which is owned by the South Florida Water Management District. There are also lands +/- 0.75 mile northeast of the site that have conservation easements. The Bellini Preserve, which was recently acquired by Polk County, is located between Lake Marion Creek Road and Lake Marion. This property is approximately 0.8 miles west of the site.

D. Planned Improvements:

The County purchased Bellini Preserve, 600± acres of land on the eastern coast of Lake Marion for preservation, education, and recreation. Future development includes a 16,000 sq. ft. building, a boat ramp, and a parking lot for up to 40 vehicles.

Environmental Conditions

The Polk County Comprehensive Plan has a Conservation Element. Division 2.300 of the Comprehensive Plan mentions, “The goal, objectives, and policies of the Conservation Element are designed to protect the natural resources which make Polk County a special place while preventing degradation of the environment and allowing development and economic expansion to occur.” There should be no serious environmental conditions that need to be addressed with this subject site.

A. Surface Water:

No surface water features are located on this site. Lake Marion is approximately one mile to the west. It is a 3,021-acre public lake. This waterbody is impaired due to mercury and heightened levels of nutrients, including nitrogen and phosphorus, according to the Florida Department of Environmental Protection's (FDEP) implementation of the Impaired Waters Rule (IWR). According to the Polk County Water Atlas, the FDEP evaluates whether waters meet their designated uses, which include aquatic life use support, primary contact and recreation use support, fish and shellfish consumption use support, and drinking water use support.

Still, the lake is considered healthy through the Lake Vegetation Index (LVI) report on August 11, 2023. The LVI is a bioassessment tool created by the FDEP and monitored by the Polk County Water Atlas to assess the biological condition of aquatic plant communities in Florida lakes. According to the Polk County Water Atlas, "It utilizes a multi-metric index that evaluates how closely a lake's plant community compares to a lake containing minimal human disturbance (known as a reference lake) and is based on a field assessment of aquatic and wetland plants. Plants respond to disturbances such as the introduction of invasive exotic species (hydrilla as an example), lakeshore alterations such as creating beaches, and introduction of excess nutrients received by the surrounding watershed (use of fertilizers)."

No impacts from the proposed development are anticipated, however. The elevation of the site is varied but generally slopes to the north. Elevations range from a high of 109 feet in the southwest corner of the site, and 77 feet at the northern property line. The site plan shows dry stormwater ponds onsite to account for the increase of impervious surface on the subject property. These will be designed in accordance with water management district and County standards and reviewed during the engineered site plan review process.

B. Wetlands/Floodplains:

The site plan accounts for approximately 33.22 acres of wetlands on the northern end of the property. The National Wetland Inventory (NWI) lists these as Freshwater Forested/Shrub Wetlands. LDC Section 620 provides standards for development around wetlands, prohibiting lots in these areas. As such, no development is proposed in this area, and a 25-foot-wide upland buffer will be provided around the wetland boundaries.

Flood hazard areas are also described in the same general areas as the wetlands. These do not have a determined base flood elevation at this time, but a flood study will be required in accordance with LDC Section 630. Any impacts to flood zones requires "cup for cup" compensation to account for the lost flood storage.

C. Soils:

The site is comprised of soils within varying limitations for development, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.

Table 8, below, lists the soils associated with the subject site.

Table 8

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to Dwellings without Basements**	**% of Site** *(approximate)*
Adamsville fine sand	Severe: wetness, poor filter	Moderate: wetness	10%
Astatula sand,	Slight	Slight	43%
Basinger fine sand	Severe: ponding, poor filter	Severe: ponding	4%
Hontoon Muck	Severe: subsides, ponding, low strength	Severe: subsides, ponding, low strength	8%
Narcoossee sand	Severe: wetness, poor filter	Moderate: wetness	3%
Satellite sand	Severe: wetness, poor filter	Severe: wetness	2%
Tavares fine sand	Moderate: wetness	Slight	30%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

Future development of the site will be subject to Section 2.303: "Soils" of the County's Comprehensive Plan (in conjunction with the LDC) which requires all development to implement

Best Management Practices based on the Department of Environmental Protection's (DEP) Florida Development Manual. All future development is required by the LDC to implement best management practices for erosion-control, and the soils are not of such that would limit compliance with applicable regulations for the proposed use. This project will utilize centralized wastewater. Without these services, it would not be possible to develop this site at the intensity proposed.

D. Protected Species & Habitats

According to the Florida Natural Areas Inventory Biodiversity Matrix, the site is located within a mile of an eagle's nest. Prior to site clearing or grubbing, the applicant shall hire a qualified professional to conduct a site survey/walkover to ensure that no threatened or endangered plant or animal species exist on the site. If any are discovered, the applicant shall properly protect the specie(s) or mitigate any impacts consistent with federal, state, and local law.

This site is listed as a potential connection area with preserved properties within the Polk Green District Map. No conservation easements are located adjacent to the subject site, according to the Polk County Property Appraiser.

The Polk Green District overlay was established to guide planning for, and the acquisition or conservation of, an interconnected network of open spaces, natural areas and agricultural lands. The overlay will provide a framework for land use policies and community investments that provide:

a. protection of natural resources and wildlife habitat;
b. habitat corridors through linked open spaces;
c. protection of historic and cultural resources;
d. recreational opportunities;
e. community health benefits;
f. economic development opportunities; and
g. multi-use trails connecting population centers to natural areas.

This site is located within what is termed an Opportunity Area of the Florida Wildlife Corridor, a statewide network of approximately 18 million acres of connected lands and waters supporting wildlife. In 2021, the Florida Wildlife Corridor Act formally recognized the geography of the Florida Wildlife Corridor, and the legislature has budgeted nearly $2 billion for protecting these lands since that time. Corridor Opportunity Areas are identified lands within the Florida Wildlife Corridor that have not been designated for environmental protection and conservation.

E. Archeological Resources:

According to the Florida Department of State, Division of Historical Resources, there are no archeological sites listed in the Florida Master Site File for the property.

F. Wells (Public/Private)

The site is not within a Wellfield Protection District. No private wells are indicated onsite.

G. Airports:

This property is not within an Airport Impact District.

Economic Factors:

This site is in an area that has been growing due to the demand for housing brought on by improvements to utilities and the transportation network and the market desire for affordable suburban living. The site lies between several large state and federal preservation lands, which gives it an element of exclusivity and separation from urban areas. The area has an improved amount of accessibility while at the same time a bit of seclusion.

While the County has invested in the development of infrastructure to support urban levels of residential development, such as recreation facilities and public safety services, there has been little private investment into supporting commerce. The surrounding residents have a high-quality recreation facility nearby at the 28-acre regional park and improved EMS and fire rescue services; however, there are few nearby retail options and fewer employment opportunities resulting in longer travel time for residents and greater traffic impacts. More residential growth without these private supports leads to costly transportation system improvements.

One reason that the commercial real estate market has not recognized the economic potential for the area is because the growth has come so fast that the data has not reached the attention of investors. The other is that so much land has been dedicated to housing, and there is very little space remaining for other land use activities. Too much residential development and not enough commerce may drive away home buyers or cause existing dwellers to move out of the area. In the long run, this will reduce the demand for housing development and could adversely affect existing housing values.

For this particular property, though, commercial development is not ideal. It is situated at the ends of local residential roadways on the outskirts of Poinciana. It would not meet the Comprehensive Plan policies for changing it to a commercial land use district and would not appeal to commercial investors as it lacks access along a major thoroughfare.

Community Development Districts (CDDs) have become popular methods to fund development infrastructure in high growth housing markets. Upfront infrastructure costs can be financed through bonds (long term and tax exempt) that will receive payments from additional assessments levied on the future properties by the district through the County's property tax collection process. The applicant for the district is required to gain the authorization of all the owners of property to be included in the district and a good faith estimate of the costs that will be incurred by individuals and entities required to comply with the special district. Without a CDD, a developer would need to find other sources to fund the development infrastructure and amenities such as an organized group of investors or a lending institution. These other funding alternatives require higher costs.

Based on the number of residential lots proposed within the district (430) and the Engineer's Cost Estimate ($26,221,995) provided (See Exhibit 6), the per unit cost will potentially be $60,982 per unit. Table 9 below provides an estimated per unit cost of other CDDs approved by the Board. When spread over a 20-year bonding period, the CDD debt will be in the range of $3,260 per unit. There will also be an additional cost for CDD maintenance. The CDD fees could be range in the $4,000s, which is higher than most other CDDs in the County. The table to follow provides an estimated per unit cost of other CDDs approved by the Board.

The per unit costs will be amortized and assessed on each property over a period adequate to pay off the debt and provide maintenance and administrative costs in the future. There are currently 69 CDDs approved in the County and over half of them are actively assessing properties. There are

26 CDDs in effect in the unincorporated County. There are currently 1,999 CDDs in Florida, according to Florida Commerce as of December 14, 2024.

Table 9

Case#	District Name	units	Total Cost	per unit cost
CDD 06-01	Poinciana West	1,650	$31,907,200	$19,338
CDD 15-01	Champions Reserve	221	$7,350,000	$33,258
CDD 16-03	Highland Meadows II	415	$8,200,000	$19,760
CDD 18-03 LDCDD-2020-2 LDCDD-2020-3 LDCDD-2021-8	North Powerline Road	1,868	$56,851,293	$29,954
LDCDD-2018-1	Highland Meadows West CDD	395	$8,242,498	$22,583
LDCDD-2019-2	Forest Lake CDD	571	$12,290,000	$21,524
LDCDD-2019-3	Saddle Creek Preserve CDD	425	$12,825,000	$30,177
LDCDD-2019-4	Astonia CDD original	687	$12,764,000	$18,580
LDCDD-2020-1	Sand Mine Road original	615	$17,971,119	$29,221
LDCDD-2021-1	Westside Haines City	2,745	$68,625,000	$25,000
LDCDD-2021-2	Astonia Expansion	1,013	$25,920,000	$25,587
LDCDD-2021-4	Hammock Reserve	1,029	$23,868,500	$25,196
LDCDD-2021-6	Lake Deer	597	$17,324,082	$29,019
LDCDD-2021-7	Fox Branch Ranch	641	$18,478,762	$28,828
LDCDD-2021-9	Belle Haven	353	$13,145,000	$37,238
LDCDD-2022-1	Yarborough Lane	562	$22,825,000	$40,614
LDCDD-2022-3	Schaller Preserve	415	$16,058,446	$38,695
LDCDD-2022-4	Hartford Terrace	517	$24,420,000	$47,234
LDCDD-2022-5	Sand Mine Road expansion	789	$21,663,830	$27,457
LDCDD-2022-6	Astonia CDD 2nd expansion	1,413	$36,920,000	$26,129
LDCDD-2024-2	Groves at Lake Marion	423	$16,420,222	$38,819
LDCDD-2024-3	Cypress Creek Reserve	885	$22,972,400	$25,958
LDCDD-2024-6	Grenelefe CDD	1,946	$38,775,000	$19,926
LDCDD-2025-1	Winslow's Pointe CDD	533	$26,620,000	$49,944

Consistency with the Comprehensive Plan and LDC:

The CDD property was approved under LDCPAL-2024-14 on July 1, 2025, by the Board of County Commissioners (5-0) to adopt an ordinance enabling the subject site to change its Development Area from Rural Development Area (RDA) to Urban Enclave Area (UEA). The Future Land Use Map was changed from Agricultural/Residential Rural (A/RR) to Residential Low (RL). Per Comprehensive Plan Policy 2.107-A1, "*UEAs shall be those areas within the County which have developed at urban or suburban densities with County-owned, municipal or County-franchised potable-water systems, and centralized public sewer facilities, or private sewer system in excess of 400,000 GPD. UEAs are typically lacking the full complement of other urban services typically found in the Transit Supportive Development, Urban Growth, or Suburban Areas*." Per Comprehensive Plan Policy 2.120-C4, "*Outside the TSDA, RL may contain single-family dwelling units, duplex units, small-scale multi-family units, and family-care homes, and shall be permitted, with County approval, at a density of up to, and including, 5 DU/AC*."

On August 6, 2025, the Planning Commission approved LDPD-2025-1 *a Planned Development for 430 single-family detached lots within a Residential Low-1 (RL-1) future land use designation and the Urban Enclave Area. The project area was approximately 160.27 acres with ±33.22 acres of wetlands. The gross density increased from one (1) dwelling unit per acre (DU/AC) to 3.38 DU/AC. Minimum lot sizes were reduced from 40,000 sq. ft. to 5,400 sq. ft. with a minimum lot width of 45 feet.*

Table 10, to follow, provides an analysis of the proposed request when compared to typical policies of the Comprehensive Plan selected by staff for evaluation of development proposals. Based upon this analysis, the proposed request is consistent with relevant policies of the Polk County Comprehensive Plan.

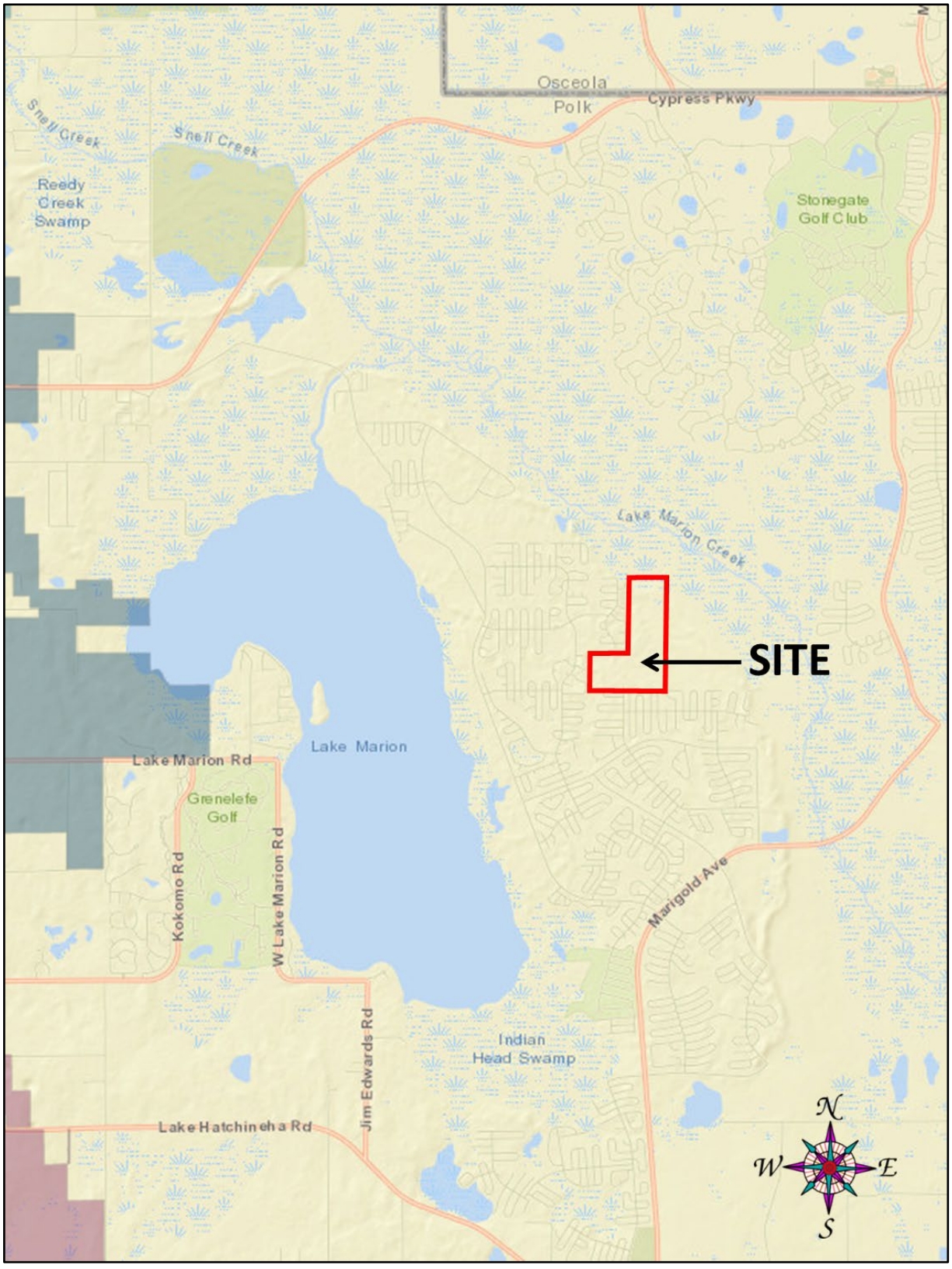
Table 10

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.102-A2: COMPATIBILITY - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	The proposed 430 single-family attached and detached unit development is compatible with neighboring properties and there is adequate infrastructure to support it as well. The connection to public wastewater enables higher density and smaller lot sizes. There are public safety facilities, school facilities, and employment opportunities within close proximity to the site.
POLICY 2.102-A1: DEVELOPMENT LOCATION – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing Communities.	The site forms a contiguous and compact growth pattern of development between built phases of Poinciana. The planned development approval of LDPD-2025-1 demonstrated that this development is not premature. The project will connect to available centralized potable water and wastewater. Cluster design promotes compact growth and contiguous growth.
POLICY 2.102-A3: DISTRIBUTION - Development shall be distributed throughout the County consistently with this Future Land Use Element so that the public utility, other community services, and public transit and transportation systems can be efficiently utilized; and compact, high-density and intensity development is located where urban services can be made available.	The CDD is proposed in an area of the County that contains public utilities and community services in the Utility Enclave Area (UEA).
POLICY 2.102-A4: TIMING - The development of land shall be timed and staged in conjunction with the cost-effective and efficient provision of supporting community services which, at a minimum, shall require compliance with the Plan's Level of Service requirements and the County's concurrency management system.	There are existing services and physical infrastructure in place to accommodate such development. The development is in a location where adequate services are available.
POLICY 2.102-A15: ADEQUATE PUBLIC FACILITIES - The County will direct new growth to areas where adequate public facilities exist or are planned; and ensure that essential services are in place to provide for efficient, cost-effective response times from the Fire Department, Sheriff's Department, and Emergency Management Service (EMS).	The subject property is located within an area of the County that has adequate public safety services as identified in the staff report. There is a Fire Rescue station and a Sherrif's District Command Center within less than 4 miles of the site.

Comments from other Agencies: The Polk County Land Development Engineering and the County Surveyor contributed to the drafting of this report.

Exhibits:

Exhibit – 1 Location Map
Exhibit – 2 Future Land Use Map
Exhibit – 3 2025 Satellite Photo (Context)
Exhibit – 4 2025 Satellite Photo with Lot Layout (Close-up)
Exhibit – 5 Proposed Potable Water and Wastewater Network
Exhibit – 6 Proposed Facilities, Cost Estimate, with Operation and Maintenance Entity
Exhibit – 7 CDD Board of Supervisors



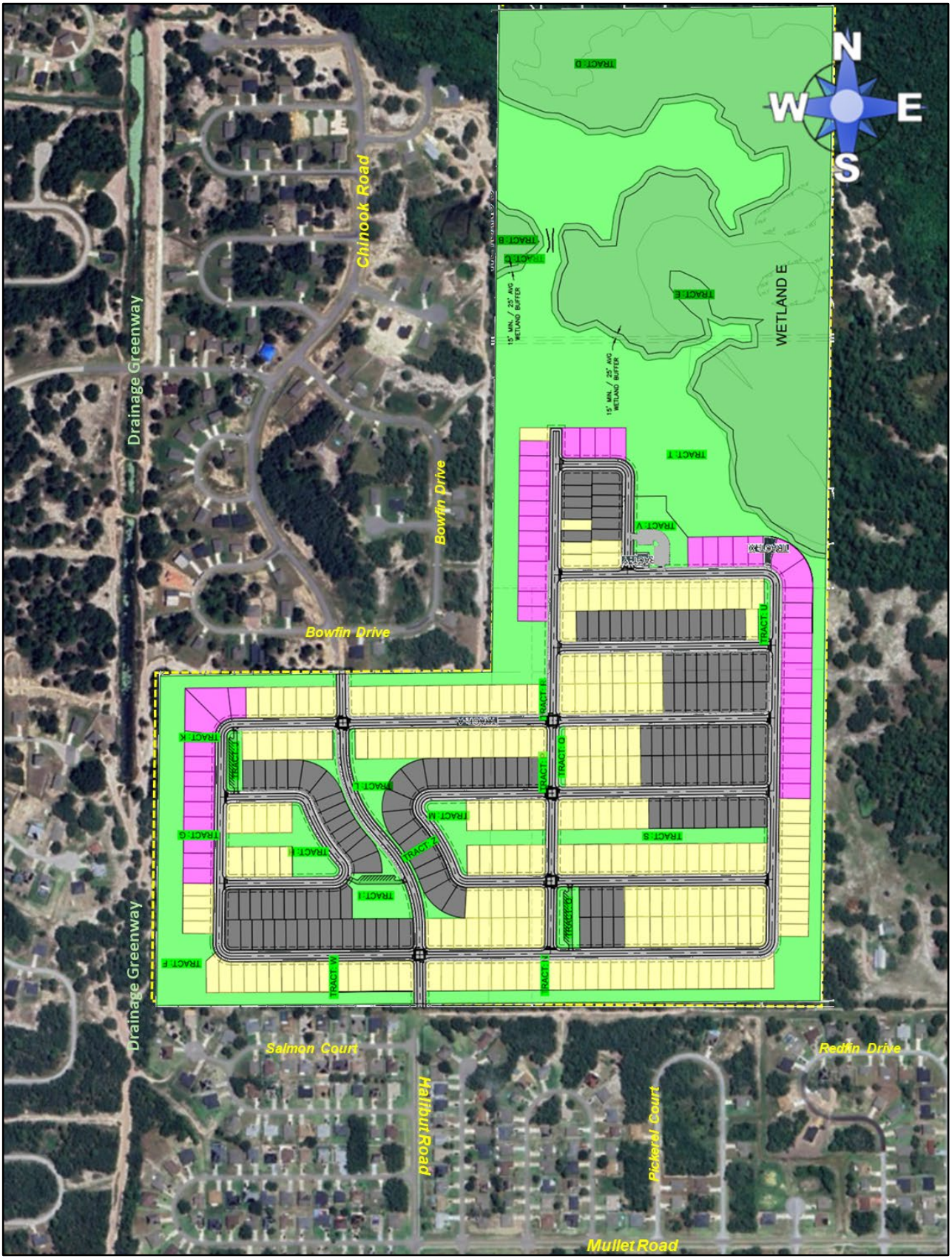
Location Map



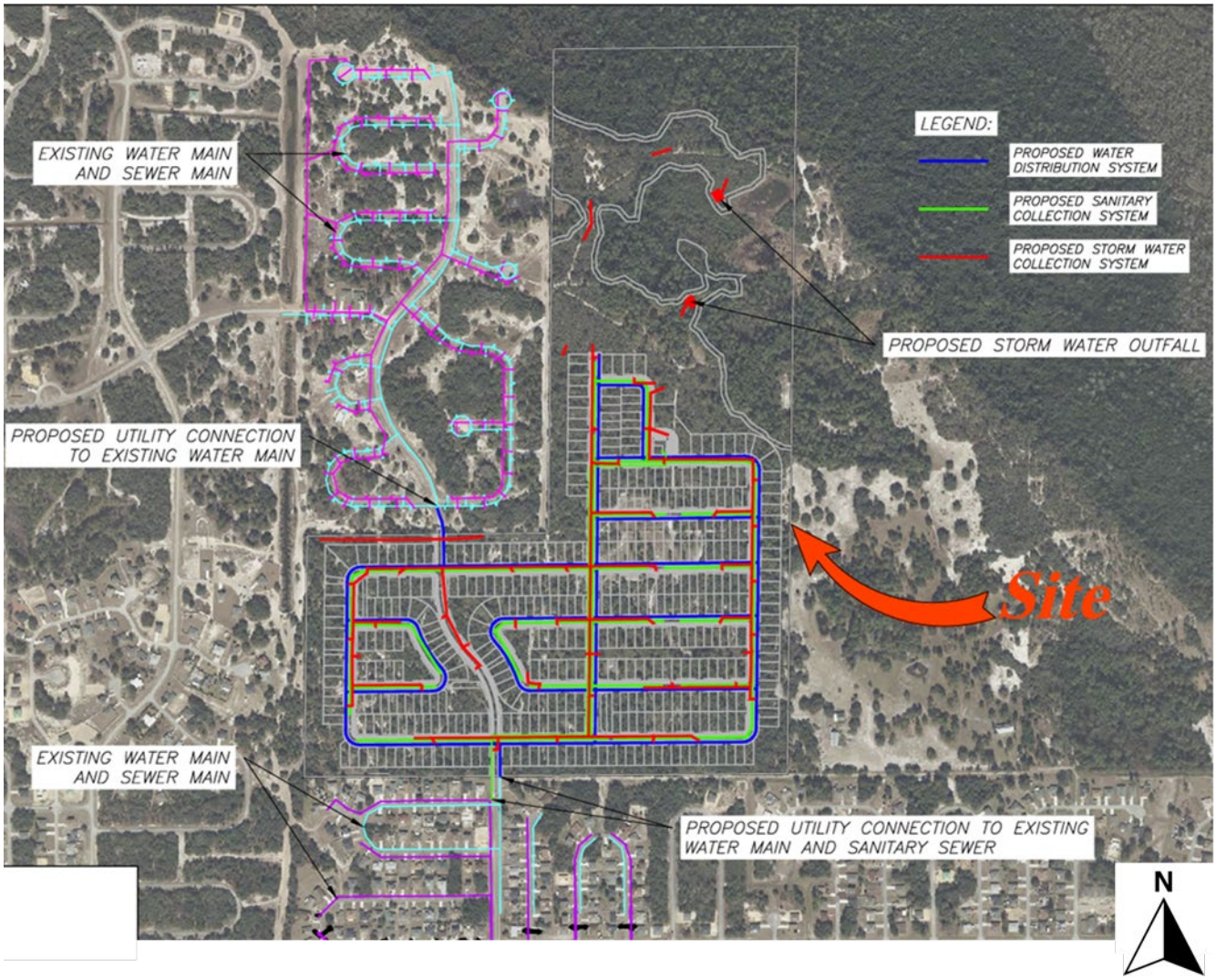
Future Land Use Map



2025 Satellite Photo (Context)



2025 Satellite Photo (Close-up) with Lot Layout



Water and Wastewater Plan

Facility	Construction Entity	Ownership Entity	Estimated CDD Cost	Estimated Completion Date
PROFESSIONAL FEES, PERMITTING FEES, ETC.	CDD	N/A	$ 1,818,955.43	Jun-27
STORMWATER MANAGEMENT SYSTEM	CDD	CDD	$ 6,797,003.36	Jun-27
ONSITE ROADWAY IMPROVEMENTS	CDD	SEE NOTE 1	$ 3,182,407.43	Jun-27
WATER DISTRIBUTION SYSTEM	CDD	TOHO	$ 3,211,911.86	Jun-27
SANITARY COLLECTION AND CONVEYANCE SYSTEM	CDD	TOHO	$ 2,763,104.68	Jun-27
LANDSCAPE AND HARDSCAPE AND RECREATION	CDD	CDD	$ 2,000,000.00	Jan-28
CONSTRUCTION CONTINGENCY (15%)	CDD	N/A	$ 2,772,594.59	Jan-28
UNDERGROUNDING DIFFERENCE FOR ELECTRIC UTILITIES	CDD	Duke	$ 649,247.41	Jan-28
WATER/WASTEWATER IMPACT FEES	N/A	N/A	$ 3,026,770.00	N/A
TOTAL ESTIMATED COST			**$ 26,221,994.76**	

* CDD = The Gardner Trails Community Development District
*TOHO = Tohopekaliga Water Authority
* Polk County = Polk County Pubilc Works

NOTE 1 = POLK COUNTY SHALL BE THE OWNERSHIP ENTITY FOR THE COLLECTOR ROADWAY.
THE CDD SHALL BE THE OWNERSHIP ENTITY OF OTHER ONSITE LOCAL ROADWAYS.

Proposed Facilities, Cost Estimate, with Operations & Maintenance Entity

Gardner Trails Community Development District
Board of Supervisors

Seat 1
Ian Prince
250 Magnolia Ave #102
Winter Haven, Florida 33880

Seat 2
Meghan Mackie
250 Magnolia Ave #102
Winter Haven, Florida 33880

Seat 3
Stephen Kalogridis
250 Magnolia Ave #102
Winter Haven, Florida 33880

Seat 4
John McKay
18416 Canary Lane
Lutz, Florida 33558

Seat 5
Ashley Prince
250 Magnolia Ave #102
Winter Haven, Florida

POLK COUNTY ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA ESTABLISHING THE GARDNER TRAILS COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2025); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Prince Poinciana, LLC, a Florida limited liability company ("Petitioner"), has filed a *Petition to Establish The Gardner Trails Community Development District* (the "Petition"), with the Board of County Commissioners of Polk County (the "County Commission") pursuant to Section 190.005(2)(a), *Florida Statutes,* to adopt an ordinance establishing The Gardner Trails Community Development District (the "District") pursuant to Chapter 190, *Florida Statutes* (2025) (the "Ordinance"); and

WHEREAS, Petitioner is a Florida limited liability company with a local business address of 250 Magnolia Ave #102, Winter Haven, Florida; and

WHEREAS, the owners of one hundred percent (100%) of the real property to be included in the District have consented to the establishment of the District; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the County Commission on January 20, 2026, at 9:00 a.m., pursuant to Section 190.005(2)(b), *Florida Statutes;* and

WHEREAS, upon consideration of the record established at that duly noticed

hearing, the County Commission has considered the record of the public hearing and the statutory factors set forth in section 190.005(2)(c), *Florida Statutes,* in making its determination to grant or deny the Petition; and

WHEREAS, the County Commission, pursuant to the information contained within the Petition and based on an investigation conducted by the staff of Polk County (the "County"), and otherwise being fully advised as to the facts and circumstances contained within the request of the District, finds as follows:

(1) The statements within the Petition are true and correct; and

(2) The Petition is complete in that it meets the requirements of Section 190.005(2)(a), *Florida Statutes*; and

(3) The appropriate County staff have reviewed the Petition for establishment of the District on the proposed land and have advised the County Commission that said Petition is complete and sufficient; and

(4) Establishment of the District by this Ordinance is subject to and not inconsistent with any applicable element or portion of the state of Florida's Comprehensive Plan or the County's Comprehensive Plan; and

(5) The area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as one functional, interrelated community; and

(6) The District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; and

(7) The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

(8) The area that will be served by the District is amenable to separate special-district government; and

WHEREAS, pursuant to the information stated above, the County Commission grants the Petitioner's *Petition to Establish The Gardner Trails Community Development District*; and

WHEREAS, establishment of the District will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described in the Petition; and

WHEREAS, the establishment of the District shall not act to approve or amend any land development approvals governing the land area to be included within the District; and

WHEREAS, the establishment of the District is not a development order and shall not be interpreted as an approval of the densities stated in the Petition; and

WHEREAS, upon the effective date of this establishing Ordinance, The Gardner Trails Community Development District, as created by general law, will be duly and legally authorized to exist on the proposed property and to exercise all of its general and special powers as limited by law.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1. TITLE. This Ordinance shall be known and may be cited as the "The Gardner Trails Community Development District Establishment Ordinance."

SECTION 2. BOARD FINDINGS. The Board findings set forth in the recitals to this Ordinance are hereby incorporated in this Ordinance.

SECTION 3. AUTHORITY. This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes.*

SECTION 4. CREATION OF DISTRICT; DISTRICT NAME. The Petition

filed to create The Gardner Trails Community Development District is hereby granted and there is hereby created a community development district, which is located entirely within unincorporated Polk County, Florida, which District shall be known as "The Gardner Trails Community Development District".

SECTION 5. EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit "A"** attached hereto and incorporated by reference. The external boundaries encompass 160.278 acres, more or less. There are no parcels within the external boundaries of the District that are to be excluded from the District.

SECTION 6. FUNCTIONS AND POWERS. The District is limited to the performance of those powers and functions described in Chapter 190, *Florida Statutes*. The District is also authorized to exercise additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: parks and facilities for indoor and outdoor recreational, cultural, and educational uses as authorized and described in Section 190.012(2)(a), *Florida Statutes*; and security powers, including but not limited to walls, fences, and electronic intrusion detection, as authorized and described in Section 190.012(2)(d), *Florida Statutes*. In the exercise of its powers, the District shall comply with all applicable governmental laws, rules, regulations and policies including, but not limited to, all County ordinances and policies governing land planning and permitting of the development to be served by the District. The District shall not have any zoning or permitting powers governing land development or the use of land. No debt or obligation of the District shall constitute a burden on any local general-purpose government.

SECTION 7. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Ian Prince, Meghan

Mackie, Stephen Kalogridis, John McKay, and Ashley Prince. All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 8. SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall be effective immediately upon receipt of acknowledgment that a copy of this Ordinance has been filed with the Secretary of State.

DULY ADOPTED by the Polk County Board of County Commissioners with a quorum present and voting this 20th day of January 2026.

BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY

By: _____
Chairperson/Vice-Chairperson

ATTEST:
POLK COUNTY CLERK OF THE BOARD

By: _____
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board
of County Commissioners meeting of:

_____

EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTION

THE SOUTHWEST 1/4 OF SOUTHWEST 1/4, AND THE EAST 1/2 OF SOUTHWEST 1/4, AND THE SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 28 EAST, LYING WITHIN POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF POINCIANA NEIGHBORHOOD 4, VILLAGE 7 AS RECORDED IN PLAT BOOK 53, PAGES 4 THROUGH 18 OF THE PUBLIC RECORDS OF SAID POLK COUNTY, FLORIDA; THENCE RUN NORTH 00°36'29" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SAID LINE ALSO BEING THE EAST LINE OF THE PLAT OF POINCIANA NEIGHBORHOOD 2 WEST, VILLAGE 7, AS RECORDED IN PLAT BOOK 55, PAGES 5 THROUGH 18 OF SAID PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 1,313.64 FEET TO THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE PLAT OF POINCIANA NEIGHBORHOOD 2 EAST, VILLAGE 7, AS RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 3 OF SAID PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN NORTH 89°20'47" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND ALONG THE SOUTH LINE OF SAID POINCIANA NEIGHBORHOOD 2 EAST, VILLAGE 7, A DISTANCE OF 1,320.80 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST CORNER OF SAID PLAT OF POINCIANA NEIGHBORHOOD 2 EAST, VILLAGE 7; THENCE RUN NORTH 00°37'59" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SOUTHWEST 1/4, AND THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, AND ALONG THE EAST LINE OF SAID PLAT OF POINCIANA NEIGHBORHOOD 2 EAST, VILLAGE 7, A DISTANCE OF 2,638.73 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST CORNER OF SAID POINCIANA NEIGHBORHOOD 2 EAST, VILLAGE 7; THENCE RUN NORTH 89°22'07" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 1,327.77 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34: THENCE RUN SOUTH 00°43'47" WEST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, AND ALONG THE EAST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 3,962.90 FEET TO THE SOUTHEAST CORNER OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 SAID POINT BEING A POINT ON THE NORTH LINE OF THE AFOREMENTIONED PLAT OF POINCIANA NEIGHBORHOOD 4, VILLAGE 7; THENCE RUN SOUTH 89°34'56" WEST ALONG THE SOUTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 AND THE NORTH LINE OF SAID PLAT OF POINCIANA NEIGHBORHOOD 4, VILLAGE 7, A DISTANCE OF 1,500.93 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 89°34'58" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH LINE OF SAID PLAT OF POINCIANA NEIGHBORHOOD 4, VILLAGE 7, A DISTANCE OF 1,140.18 FEET RETURNING TO THE **POINT OF BEGINNING**.

CONTAINING 6,981,714 SQUARE FEET OR 160.278 ACRES, MORE OR LESS.

PETITION TO ESTABLISH THE GARDNER TRAILS COMMUNITY DEVELOPMENT DISTRICT

Submitted by:

Jennifer Kilinski, Esq.
Florida Bar No. 69367
jennifer@cddlawyers.com
Christopher N. Loy, Jr., Esq.
Florida Bar No.: 1054660
chrisl@cddlawyers.com
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517 E. College Avenue
Tallahassee, Florida 32301
(877) 350-0372 (telephone)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA
PETITION TO ESTABLISH THE GARDNER TRAILS
COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Prince Poinciana, LLC, a Florida limited liability company (hereafter "**Petitioner**"), hereby petitions the Polk County Board of County Commissioners pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, to establish a community development district (hereafter "**District**"), with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District will be located generally east of Lake Marion Creek Drive, west of Marigold Avenue, southwest of the Lake Marion Creek in Polk County, Florida (hereafter "**County**"). **Exhibit 1** depicts the general location of the lands comprising the proposed District. The proposed District covers approximately 160.278 acres of land, more or less. A metes and bounds legal description of the external boundaries of the District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are no parcels within the external boundaries of the proposed District which are to be excluded from the District.

3. Landowner's Consent. Petitioner has obtained written consent to establish the District from the owner of one hundred percent (100%) of the real property located within the proposed District. Documentation of consent to the establishment of the District is included in **Exhibit 3**.

4. Initial Board Members. The five persons designated to serve as the initial members of the Board of Supervisors of the proposed District, each of whom meets the requirements of Section 190.006(2)(d), *Florida Statutes*, are as follows:

Name: Ian Prince

Address: 250 Magnolia Ave #102
Winter Haven, Florida 33880

Name: Meghan Mackie
Address: 250 Magnolia Ave #102
Winter Haven, Florida 33880

Name: Stephen Kalogridis
Address: 250 Magnolia Ave #102
Winter Haven, Florida 33880

Name: John McKay
Address: 18416 Canary Lane
Lutz, Florida 33558

Name: Ashley Prince
Address: 250 Magnolia Ave #102
Winter Haven, Florida

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is The Gardner Trails Community Development District.

6. Existing and Future Land Uses. **Exhibit 4** shows the existing use for the lands contained in the proposed District and surrounding areas. The distribution, location, and extent of the public and private land uses proposed for the District by the future land use plan element of the County's Future Land Use Plan are depicted in **Exhibit 4**. The proposed land uses for lands contained within the proposed District are consistent with the approved County's Future Land Use Plan.

7. Major Water and Wastewater Facilities. **Exhibit 5** indicates the location of major outfall canals and drainage basins for the lands within the proposed District as well as the location of existing major trunk water mains, reuse water mains, proposed storm drainage pipes, and wastewater interceptors within the lands proposed to be included within the District.

8. District Facilities and Services. The District is presently expected to finance, construct, install, and maintain improvements and facilities to benefit the lands within the District in multiple phases over an estimated time period from 2026 through 2028. **Exhibit 6** describes the construction timetable and the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance. The estimated costs of construction are also identified in **Exhibit 6**. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("**SERC**") prepared in accordance with the requirements of Section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agent. The Petitioner's authorized agent is Kilinski | Van Wyk PLLC, as evidenced by the Authorization of Agent attached to this petition as **Exhibit 8**. Copies of all correspondence and notices should be sent to:

Jennifer Kilinski, Esq.
jennifer@cddlawyers.com
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attorneys for Petitioner

11. This petition to establish The Gardner Trails Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan, or the County Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the County from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the most cost-effective and efficient alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the Polk County Board of County Commissioners to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes*, as amended;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*;

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreational, cultural, and educational uses, and security facilities and systems, including but not limited to fencing, walls, electronic intrusion detection systems, and surveillance equipment all as authorized and described by Section 190.012(2)(a) and (d) and (3), *Florida Statutes*.

RESPECTFULLY SUBMITTED, this 4th day of December 2025.

KILINSKI |VAN WYK PLLC

BY: */s/ Jennifer Kilinski*
Jennifer Kilinski, Esq.
Florida Bar No. 69367
jennifer@cddlawyers.com
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, FL 32301
(877) 350-0372 (telephone)
Attorney for Petitioner

EXHIBIT 1



OSCEOLA ENGINEERING

Certificate of Authorization Number: 00026266
1003 Florida Avenue, St. Cloud, FL 34769
(407) 891-0452
Fax: (407) 891-9173

The Gardner Trails Community Development District

Section 34, Township 27 S., Range 28 E. Polk County, Florida

SCALE: not to scale

LOCATION MAP

EXHIBIT 1

EXHIBIT 2

DESCRIPTION

THE SOUTHWEST 1/4 OF SOUTHWEST 1/4, AND THE EAST 1/2 OF SOUTHWEST 1/4, AND THE SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 28 EAST, LYING WITHIN POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF POINCIANA NEIGHBORHOOD 4, VILLAGE 7 AS RECORDED IN PLAT BOOK 53, PAGES 4 THROUGH 18 OF THE PUBLIC RECORDS OF SAID POLK COUNTY, FLORIDA; THENCE RUN NORTH 00°36'29" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SAID LINE ALSO BEING THE EAST LINE OF THE PLAT OF POINCIANA NEIGHBORHOOD 2 WEST, VILLAGE 7, AS RECORDED IN PLAT BOOK 55, PAGES 5 THROUGH 18 OF SAID PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 1,313.64 FEET TO THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF THE PLAT OF POINCIANA NEIGHBORHOOD 2 EAST, VILLAGE 7, AS RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 3 OF SAID PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN NORTH 89°20'47" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND ALONG THE SOUTH LINE OF SAID POINCIANA NEIGHBORHOOD 2 EAST, VILLAGE 7, A DISTANCE OF 1,320.80 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST CORNER OF SAID PLAT OF POINCIANA NEIGHBORHOOD 2 EAST, VILLAGE 7; THENCE RUN NORTH 00°37'59" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SOUTHWEST 1/4, AND THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, AND ALONG THE EAST LINE OF SAID PLAT OF POINCIANA NEIGHBORHOOD 2 EAST, VILLAGE 7, A DISTANCE OF 2,638.73 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST CORNER OF SAID POINCIANA NEIGHBORHOOD 2 EAST, VILLAGE 7; THENCE RUN NORTH 89°22'07" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 1,327.77 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34: THENCE RUN SOUTH 00°43'47" WEST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4, AND ALONG THE EAST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 3,962.90 FEET TO THE SOUTHEAST CORNER OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 SAID POINT BEING A POINT ON THE NORTH LINE OF THE AFOREMENTIONED PLAT OF POINCIANA NEIGHBORHOOD 4, VILLAGE 7; THENCE RUN SOUTH 89°34'56" WEST ALONG THE SOUTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 AND THE NORTH LINE OF SAID PLAT OF POINCIANA NEIGHBORHOOD 4, VILLAGE 7, A DISTANCE OF 1,500.93 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 89°34'58" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH LINE OF SAID PLAT OF POINCIANA NEIGHBORHOOD 4, VILLAGE 7, A DISTANCE OF 1,140.18 FEET RETURNING TO THE **POINT OF BEGINNING**.

CONTAINING 6,981,714 SQUARE FEET OR 160.278 ACRES, MORE OR LESS.

OSCEOLA ENGINEERING
1003 Florida Avenue, St. Cloud, FL 34769
(407) 891-0452
Fax: (407) 891-9173

The Gardner Trails Community Development District

District Description

EXHIBIT 2

EXHIBIT 3

CONSENT AND JOINDER OF LANDOWNER TO INCLUSION IN PROPOSED COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("**Property**").

The undersigned understands and acknowledges that Prince Poinciana, LLC ("Petitioner") intends to submit an application to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands which are intended to constitute a portion of the community development district, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the community development district of one hundred percent (100%) of the owners of the lands to be included within the community development district.

The undersigned hereby consents to the establishment of the community development district which will include the Property within the lands to be a part of the community development district and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the community development district.

The undersigned acknowledges that the consent will remain in full force and effect for up to one year from the date hereof and is revocable by the undersigned upon notice to the County and the Petitioner. The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[*signatures on following page*]

Executed this 14 day of October 2025.

PETER GEORGE KALOGRIDIS II

WITNESSES:

Print Name: Meghan Mackie

Print Name: Tonya Rodriguez

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 14 day of October 2025, by Peter George Kalogridis II, and who is personally known to me or who has produced personally Known as identification.

[notary seal]

KRISTI NICOLE WINGHAM
Notary Public - State of Florida
Commission # HH 461896
My Comm. Expires Feb 28, 2028
Bonded through National Notary Assn.

Print Name: Kristi Wingham
Notary Public, State of Florida

Exhibit A:

DESCRIPTION

AREA ABOVE RESERVED FOR RECORDING INFORMATION

THE SOUTHWEST 1/4 OF SOUTHWEST 1/4, AND THE EAST 1/2 OF SOUTHWEST 1/4, AND THE SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 28 EAST, LYING WITHIN POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 6,981,714 SQUARE FEET OR 160.278 ACRES, MORE OR LESS.

EXHIBIT 4



LEGEND:

- A/RR — AGRICULTURE/ RESIDENTIAL RURAL
- DRI — DEVELOPMENT OF REGIONAL IMPACT
- INST-1 — INSTITUTIONAL
- PRESV — PRESERVATION
- ROS — RECREATION OPEN SPACE

1" = 3000'

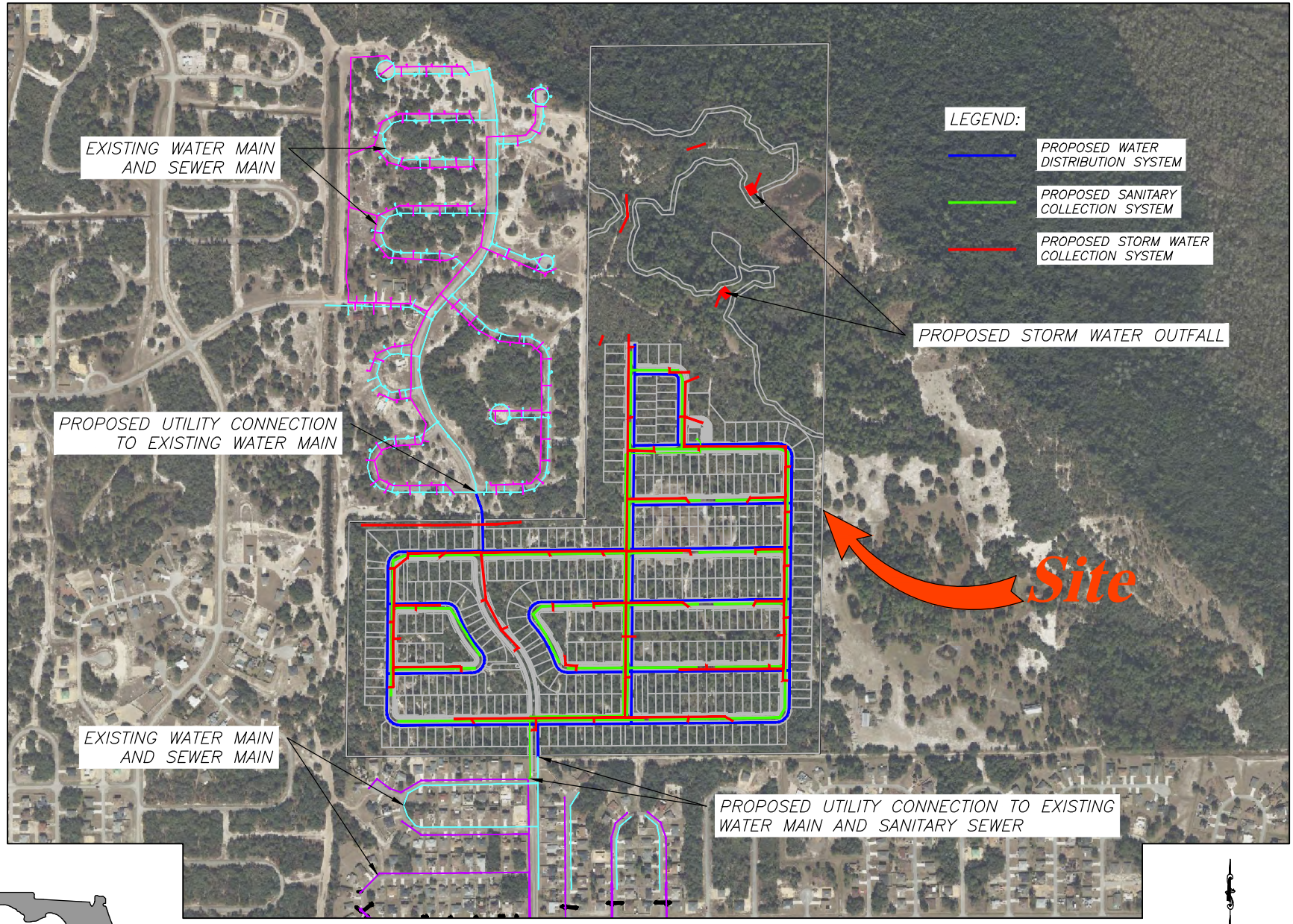
The Gardner Trails Community Development District

District Zoning

COMPOSITE EXHIBIT 4

OSCEOLA ENGINEERING
Certificate of Authorization Number: 00026265
1003 Florida Avenue, St. Cloud, FL 34769
(407) 891-0452
Fax: (407) 891-9173

EXHIBIT 5



The Gardner Trails Community Development District

1" = 800'

District Utilities

EXHIBIT 5

OSCEOLA ENGINEERING
Certificate of Authorization Number: 00026265
1003 Florida Avenue, St. Cloud, FL 34769
(407) 891-0452
Fax: (407) 891-9173

M:\2024\24-009 Poinciana Subdivision\Cadd\Exhibits\CDD\24-009 CDD EXHIBITS.dwg – 12/1/2025 8:31:06 AM – Vince Moody

EXHIBIT 6

Facility	Construction Entity	Ownership Entity	Estimated CDD Cost	Estimated Completion Date
PROFESSIONAL FEES, PERMITTING FEES, ETC.	CDD	N/A	$ 1,818,955.43	Jun-27
STORMWATER MANAGEMENT SYSTEM	CDD	CDD	$ 6,797,003.36	Jun-27
ONSITE ROADWAY IMPROVEMENTS	CDD	Polk County	$ 3,182,407.43	Jun-27
WATER DISTRIBUTION SYSTEM	CDD	PCU	$ 3,211,911.86	Jun-27
SANITARY COLLECTION AND CONVEYANCE SYSTEM	CDD	PCU	$ 2,763,104.68	Jun-27
LANDSCAPE AND HARDSCAPE AND RECREATION	CDD	CDD	$ 2,000,000.00	Jan-28
CONSTRUCTION CONTINGENCY (15%)	CDD	N/A	$ 2,772,594.59	Jan-28
UNDERGROUNDING DIFFERENCE FOR ELECTRIC UTILITIES	CDD	Duke	$ 649,247.41	Jan-28
WATER/WASTEWATER IMPACT FEES	N/A	N/A	$ 3,026,770.00	N/A
TOTAL ESTIMATED COST			**$ 26,221,994.76**	

* CDD = The Gardner Trails Community Development District
* PCU = Polk County Utilities
* Polk County = Polk County Pubilc Works

OSCEOLA ENGINEERING INCORPORATED
Certificate of Authorization Number: 00026265
1003 Florida Avenue, St. Cloud, FL 34769
(407) 891-0452
Fax: (407) 891-9173

The Gardner Trails Community Development District

Estimated Cost and Timetable

COMPOSITE EXHIBIT 6

EXHIBIT 7

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to form **The Gardner Trails Community Development District** (the "District"). The proposed District comprises approximately 160 acres of land located within unincorporated Polk County, Florida (hereafter "The County"). The project is planned for approximately 430 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of The Gardner Trails Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 160 acres.

The Development plan for the proposed lands within the District includes approximately 430 residential units. Such uses are authorized for inclusion within the District. A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD's provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as The Gardner Trails. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency[1], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small cities defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through

[1] For the purposes of this SERC, the term "agency" means Polk County and the term "rule" means the ordinance(s) which Polk County will enact in connection with the creation of the District.

Section 6.0 of this SERC.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, The Gardner Trails Community Development District is a community designed for approximately 430 residential units. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the land owned by the Developer and any other landowner will also be under the jurisdiction of the District.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2,500 acres, therefore the County is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs.

Polk County

The County and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the filing fee required by Chapter 190, Florida Statutes, is anticipated to cover the costs for review of the petition for establishment.

These costs to the County are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the County because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is

required to provide to the County. Furthermore, the County will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the County, and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the County. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that the professional fees, permitting fees, etc., stormwater management system, onsite roadway improvements, water distribution system, sanitary collection and conveyance system, landscape and hardscape and recreation, construction contingency, undergrounding difference for electric utilities and water/wastewater impact fees may be financed by the District.

Table 1.
The Gardner Trails CDD Proposed Facilities and Services

District Infrastructure	Construction	Ownership	Capital Financing	Operations & Maintenance
Professional Fees, Permitting Fee, Etc.	CDD	N/A	CDD Bonds	N/A
Stormwater Management System	CDD	CDD	CDD Bonds	CDD
Onsite Roadways Improvements	CDD	Polk County	CDD Bonds	Polk County
Water Distribution System	CDD	PCU	CDD Bonds	PCU
Sanitary Collection and Conveyance System	CDD	PCU	CDD Bonds	PCU
Landscape and Hardscape and Recreation	CDD	CDD	CDD Bonds	CDD
Construction Contingency	CDD	N/A	CDD Bonds	N/A

Undergrounding Difference for Electrical Utilities	CDD	Duke	CDD Bonds	Duke
Water/Wastewater Impact Fees	N/A	N/A	CDD Bonds	N/A

Key: Polk County = Polk County Public Works; PCU = Polk County Utilities; CDD = The Gardner Trails CDD

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately $26,221,995. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that may benefit from the District's capital improvement program.

Table 2. Cost Estimate for District Facilities

Infrastructure	Total Budget Estimate
Professional Fees, Permitting Fees, Etc.	$1,818,955.43
Stormwater Management System	$6,797,003.36
Onsite Roadway Improvements	$3,182,407.43
Water Distribution System	$3,211,911.86
Sanitary Collection and Conveyance System	$2,763,104.68
Landscape and Hardscape and Recreation	$2,000,000.00
Construction Contingency (15%)	$2,772,594.59
Undergrounding Difference for Electric Utilities	$649,247.41
Water/Wastewater Impact Fees	$3,026,770.00
TOTAL	$26,221,994.76

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary

community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive four major classes of benefits.

First, those property owners and businesses in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the County's overall requirements.

Fourth, the CDD has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The transactional cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD (through tax exempt bond financing), the cost impact to landowners is negligible.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

Polk County has an estimated un-incarcerated population greater than 75,000 according to the most recent federal U.S. Census (2020). Therefore, the County is not defined as a "small county" according to Section 120.52(19), Florida Statues.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer's Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services - Tampa, LLC
December 2, 2025

EXHIBIT 8

Authorization of Agent

This letter shall serve as a designation of Kilinski | Van Wyk PLLC, whose address is 517 E. College Avenue, Tallahassee, Florida 32301, to act as agent for Prince Poinciana, LLC, a Florida limited liability company, with regard to any and all matters pertaining to a petition submitted to the Board of County Commissioners of Polk County to establish a community development district pursuant to Chapter 190, *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

WITNESSES

Print Name: Meghan Mackie

Print Name: Tonya Rodriguez

PRINCE POINCIANA, LLC

By: Ian Prince
Its: Manager

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14 day of October, 2025, by Ian Prince, as Manager of Prince Poinciana, LLC, who is [✓] is personally known to me or [___] produced personally known as identification.

[Notary Seal]

KRISTI NICOLE WINGHAM
Notary Public - State of Florida
Commission # HH 461896
My Comm. Expires Feb 28, 2028
Bonded through National Notary Assn.

Print Name: Kristi Wingham
Notary Public, State of Florida

JANUARY 2, 2026

AMENDED EXHIBIT 6 AND AMENDED EXHIBIT 7 TO PETITION TO ESTABLISH THE GARDNER TRAILS COMMUNITY DEVELOPMENT DISTRICT

Submitted by:

Jennifer Kilinski, Esq.
Florida Bar No. 69367
jennifer@cddlawyers.com
Christopher N. Loy, Jr., Esq.
Florida Bar No.: 1054660
chrisl@cddlawyers.com
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
(877) 350-0372 (telephone)

Facility	Construction Entity	Ownership Entity	Estimated CDD Cost	Estimated Completion Date
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STORMWATER MANAGEMENT SYSTEM	CDD	CDD	$ 6,797,003.36	Jun-27
ONSITE ROADWAY IMPROVEMENTS	CDD	SEE NOTE 1	$ 3,182,407.43	Jun-27
WATER DISTRIBUTION SYSTEM	CDD	TOHO	$ 3,211,911.86	Jun-27
SANITARY COLLECTION AND CONVEYANCE SYSTEM	CDD	TOHO	$ 2,763,104.68	Jun-27
LANDSCAPE AND HARDSCAPE AND RECREATION	CDD	CDD	$ 2,000,000.00	Jan-28
CONSTRUCTION CONTINGENCY (15%)	CDD	N/A	$ 2,772,594.59	Jan-28
UNDERGROUNDING DIFFERENCE FOR ELECTRIC UTILITIES	CDD	Duke	$ 649,247.41	Jan-28
WATER/WASTEWATER IMPACT FEES	N/A	N/A	$ 3,026,770.00	N/A
TOTAL ESTIMATED COST			**$ 26,221,994.76**	

* CDD = The Gardner Trails Community Development District

*TOHO = Tohopekaliga Water Authority

* Polk County = Polk County Pubilc Works

NOTE 1 = POLK COUNTY SHALL BE THE OWNERSHIP ENTITY FOR THE COLLECTOR ROADWAY. THE CDD SHALL BE THE OWNERSHIP ENTITY OF OTHER ONSITE LOCAL ROADWAYS.

OSCEOLA ENGINEERING INCORPORATED
Certificate of Authorization Number: 00026265
1003 Florida Avenue, St. Cloud, FL 34769
(407) 891-0452
Fax: (407) 891-9173

The Gardner Trails Community Development District

Estimated Cost and Timetable

COMPOSITE EXHIBIT 6

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to form **The Gardner Trails Community Development District** (the "District"). The proposed District comprises approximately 160 acres of land located within unincorporated Polk County, Florida (hereafter "The County"). The project is planned for approximately 430 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of The Gardner Trails Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 160 acres.

The Development plan for the proposed lands within the District includes approximately 430 residential units. Such uses are authorized for inclusion within the District. A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD's provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as The Gardner Trails. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency[1], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small cities defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through

[1] For the purposes of this SERC, the term "agency" means Polk County and the term "rule" means the ordinance(s) which Polk County will enact in connection with the creation of the District.

Section 6.0 of this SERC.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, The Gardner Trails Community Development District is a community designed for approximately 430 residential units. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the land owned by the Developer and any other landowner will also be under the jurisdiction of the District.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 2,500 acres, therefore the County is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs.

Polk County

The County and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the filing fee required by Chapter 190, Florida Statutes, is anticipated to cover the costs for review of the petition for establishment.

These costs to the County are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the County because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is

required to provide to the County. Furthermore, the County will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the County, and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the County. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that the professional fees, permitting fees, etc., stormwater management system, onsite roadway improvements, water distribution system, sanitary collection and conveyance system, landscape and hardscape and recreation, construction contingency, undergrounding difference for electric utilities and water/wastewater impact fees may be financed by the District.

Table 1.
The Gardner Trails CDD Proposed Facilities and Services

District Infrastructure	Construction	Ownership	Capital Financing	Operations & Maintenance
Professional Fees, Permitting Fee, Etc.	CDD	N/A	CDD Bonds	N/A
Stormwater Management System	CDD	CDD	CDD Bonds	CDD
Onsite Roadways Improvements	CDD	Collector Road-Polk County Local Roads - CDD	CDD Bonds	Collector Road-Polk County Local Roads - CDD
Water Distribution System	CDD	TOHO	CDD Bonds	TOHO
Sanitary Collection and Conveyance System	CDD	TOHO	CDD Bonds	TOHO

Landscape and Hardscape and Recreation	CDD	CDD	CDD Bonds	CDD
Construction Contingency	CDD	N/A	CDD Bonds	N/A
Undergrounding Difference for Electrical Utilities	CDD	Duke	CDD Bonds	Duke
Water/Wastewater Impact Fees	N/A	N/A	CDD Bonds	N/A

Key: Polk County = Polk County Public Works; PCU = Polk County Utilities; CDD = The Gardner Trails CDD

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately $26,221,995. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that may benefit from the District's capital improvement program.

Table 2. Cost Estimate for District Facilities

Infrastructure	Total Budget Estimate
Professional Fees, Permitting Fees, Etc.	$1,818,955.43
Stormwater Management System	$6,797,003.36
Onsite Roadway Improvements	$3,182,407.43
Water Distribution System	$3,211,911.86
Sanitary Collection and Conveyance System	$2,763,104.68
Landscape and Hardscape and Recreation	$2,000,000.00
Construction Contingency (15%)	$2,772,594.59
Undergrounding Difference for Electric Utilities	$649,247.41
Water/Wastewater Impact Fees	$3,026,770.00
TOTAL	$26,221,994.76

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive four major classes of benefits.

First, those property owners and businesses in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the County's overall requirements.

Fourth, the CDD has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

The transactional cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD (through tax exempt bond financing), the cost impact to landowners is negligible.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

Polk County has an estimated un-incarcerated population greater than 75,000 according to the most recent federal U.S. Census (2020). Therefore, the County is not defined as a "small county"

according to Section 120.52(19), Florida Statues.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer's Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services - Tampa, LLC
December 31, 2025

NOTICE OF PUBLIC HEARING
Polk County Board of County Commissioners
to Consider a Petition to Establish
The Gardner Trails Community Development District

DATE: January 20, 2026

TIME: 9:00 a.m., or as soon thereafter

LOCATION: County Administration Building, Commission Boardroom
330 West Church Street
Bartow, Florida 33830

In compliance with the provisions of Chapter 190, *Florida Statutes*, a public hearing will be held on January 20, 2026, at 9:00 a.m., or soon thereafter, at the Commission Boardroom in the County Administration Building, 330 West Church Street, Bartow, Florida 33830, before the Polk County Board of County Commissioners to consider an ordinance granting a petition to establish The Gardner Trails Community Development District (the "District"). The title of the proposed ordinance is as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA ESTABLISHING THE GARDNER TRAILS COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2025); PROVIDING A TITLE; PROVIDING FINDINGS; CREATING AND NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The District is comprised of approximately 160.278 acres, more or less, generally located north of Mullet Road, south of Lake Marion Creek, west of Marigold Avenue, and east of Lake Marion Creek Drive, as identified in the map depicted in this notice. The Petitioner has proposed to establish the District to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities, which may be authorized by such special districts under Florida law including but not limited to Chapter 190, *Florida Statutes*.

The information presented at this hearing will be used to afford the Petitioner, landowners, any affected units of local government, and the general public, a fair and adequate opportunity to appear and present oral and written comments regarding the establishment of the District. If adopted, the ordinance will establish The Gardner Trails Community Development District and designate the land to be serviced by the District.

Copies of the petition, proposed ordinance, and department reports are open to public inspection at the office of the Clerk of the Board of County Commissioners of Polk County, located in the County Administration Building, 330 West Church Street, Bartow, Florida 33830.

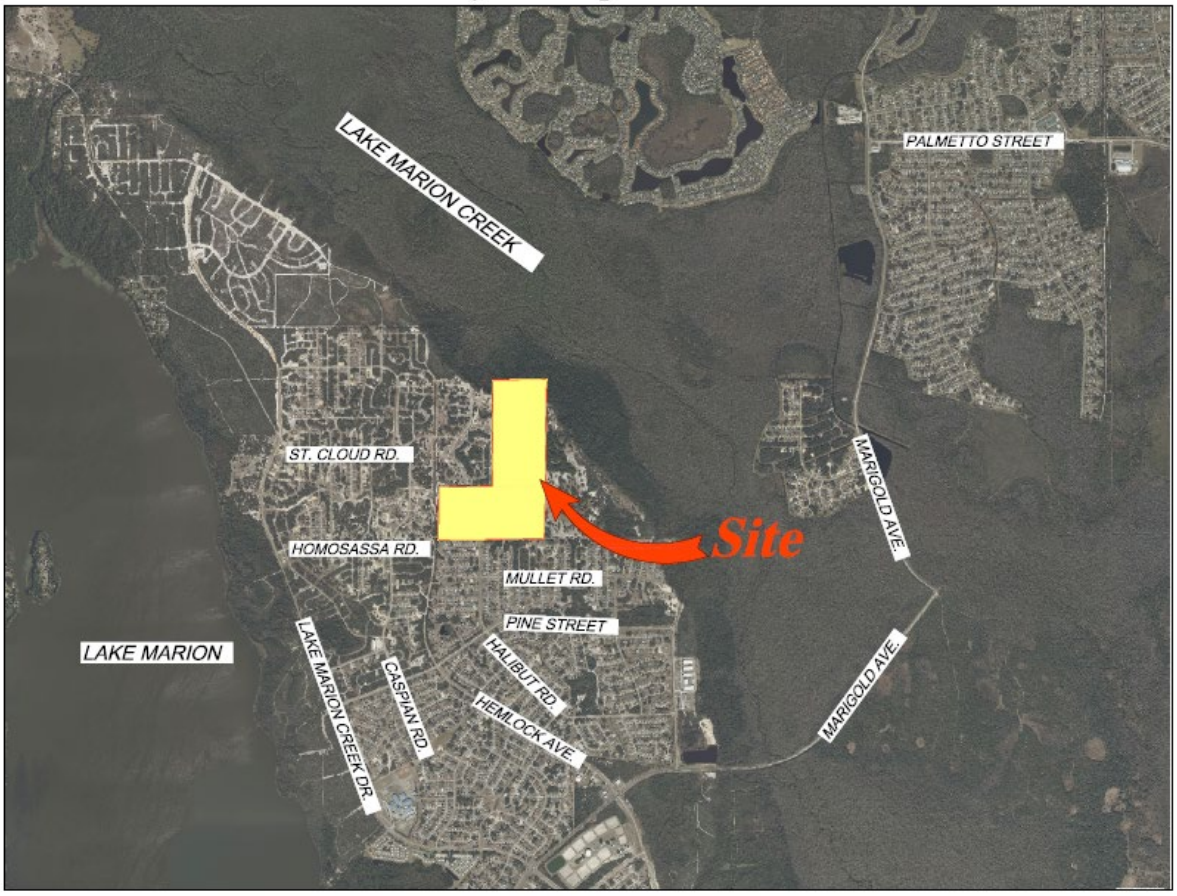
All interested persons and affected units of general-purpose local government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose, the person or unit of general-purpose local government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE COMMUNICATIONS OFFICE NOT LATER THAN THREE BUSINESS DAYS PRIOR TO THE PROCEEDING. THEIR OFFICE IS LOCATED IN THE COUNTY ADMINISTRATION BUILDING, 330 WEST CHURCH STREET IN BARTOW. TELEPHONE (863) 534-6090 OR TTY (863) 534-7777. IF HEARING IMPAIRED DIAL 7-1-1 FOR FLORIDA RELAY SERVICES OR CALL (800) 955-8771 (TTY); DIAL (800) 955-1339 IF YOU ARE USING A COMPUTER.

PUBLISH: December 23, December 30, January 6, and January 13.

LOCATION OF THE GARDNER TRAILS COMMUNITY DEVELOPMENT DISTRICT

The Gardner Trails
Community Development District



BEFORE THE COUNTY COMMISSION OF
POLK COUNTY, FLORIDA

IN RE: PETITION TO ESTABLISH)
THE GARDNER TRAILS COMMUNITY)
DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY OF IAN PRINCE AS TO ESTABLISHMENT OF THE GARDNER TRAILS COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF POLK

I, Ian Prince, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Ian Prince, and I am the Manager of Prince Poinciana, LLC.

3. The prepared written, pre-filed testimony consisting of six (6) pages, which is attached hereto and submitted under my name to the County Commission of Polk County, Florida, relating to the *Petition to Establish The Gardner Trails Community Development District* submitted on December 4, 2025 (the "Petition"), is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at the establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience and qualifications concerning land development, the construction of public infrastructure and related matters are accurately set forth in my pre-filed testimony.

6. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 23rd day of December 2025.

Ian Prince

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of December 2025, by Ian Prince, as Manager of Prince Poinciana, LLC who appeared before me this day in person, and who is either ☐ personally known to me, or ☐ produced personally known as identification and who ☐ did or ☐ did not take an oath.

KRISTI NICOLE WINGHAM
Notary Public - State of Florida
Commission # HH 461896
My Comm. Expires Feb 28, 2028
Bonded through National Notary Assn.

NOTARY PUBLIC

Print Name: Kristi Wingham
Notary Public, State of Florida
Commission No.: HH461896
My Commission Expires: 2/28/28

TESTIMONY OF IAN PRINCE FOR ESTABLISHMENT OF THE GARDNER TRAILS COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Ian Prince. My business address is 250 Magnolia Ave #102, Winter Haven FL 33880.

2. Briefly explain your professional background and experience.

I own a multiple Florida-based businesses with over 300 employees in the Tampa, Polk and Orlando Area. Specifically, I own and operate Prince and Sons, Inc., a company that specializes in landscaping, commercial lawn care, and light construction services. Additionally, I have developed multiple communities in the Polk County over the last six (6) years.

3. By whom are you employed and in what capacity?

I serve as Manager of Prince Poinciana, LLC, and I am the designated representative of the Petitioner, Prince Poinciana, LLC.

4. Briefly summarize your duties and responsibilities.

I am responsible for overseeing land acquisition, entitlement, development and operation for my organization.

5. Who is the Petitioner in this proceeding?

The Petitioner is Prince Poinciana, LLC ("Petitioner").

6. Are you familiar with the Petition ("Petition") filed with Polk County, Florida ("County") on or around December 4, 2025, seeking the establishment of the proposed District?

Yes.

7. What is the proposed name of the District?

The proposed name is The Gardner Trails Community Development District ("District" or "Proposed District").

8. Have you reviewed the contents of the Petition and approved its findings?

Yes, I have.

9. Are there any changes or corrections to the Petition at this time?

No.

10. Are there any changes or corrections to any of the exhibits submitted to the County at this time?

Yes. Exhibit 6 and Table 1 of Exhibit 7 were revised to clarify the ownership entity of the collector roadway, onsite local roadways, water distribution system, and sanitary collection and conveyance system.

11. Please generally describe each of the exhibits attached to the Petition.

Exhibit 1 is the map showing the general location and boundaries of the Proposed District.

Exhibit 2 is the metes and bounds legal description of the lands to be included within the Proposed District.

Exhibit 3 is the Consent of Landowner to the establishment of the Proposed District, executed by Peter George Kalogridis II, which represents the consent of one-hundred percent (100%) of the owner of the lands to be included within the Proposed District.

Exhibit 4 shows the existing use for the lands contained in the Proposed District and surrounding areas. The distribution, location, and extent of the public and private land uses proposed for the Proposed District by the future land use plan element of the County's Future Land Use Plan are also depicted in Exhibit 4.

Exhibit 5 indicates the location of major outfall canals and drainage basins for the lands within the Proposed District as well as the location of existing major trunk water mains and wastewater interceptors within the lands proposed to be included within the District.

Exhibit 6 describes the construction timetable and the types of facilities the Proposed District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance.

Exhibit 7 is the Statement of Estimated Regulatory Costs ("SERC"), required by statute.

Exhibit 8 is the authorization of agent form, which authorizes Kilinski | Van Wyk PLLC, to act as agent for the Petitioner.

12. Were these exhibits prepared by you or under your supervision?

Yes, the Petitioner engaged a consultant team and directed the preparation of the exhibits to the Petition. I reviewed the Petition and exhibits prior to its filing.

13. Are the contents of the Petition and the exhibits attached to it and referenced above

true and correct to the best of your knowledge?

Yes.

14. Are you familiar with the area that is proposed to be included within the Proposed District?

Yes, I am familiar with the general area and the site specifically.

15. Approximately how large is the Proposed District in acres?

The Proposed District covers approximately 160.278 acres, more or less, of land.

16. What steps were taken with respect to filing the Petition with the County?

On or around December 4, 2025, the Petitioner filed the Petition with the County. Petitioner's consultant team communicated with County staff to address comments and requested revisions to the Petition.

17. Has notice of the hearing been provided in accordance with Section 190.005, *Florida Statutes*?

Yes. The Notice of Public Hearing will be published in the *Lakeland Ledger* as a display ad on the following dates: December 23, December 30, January 6, and January 13. Proof of publication will be requested and will be available prior to the establishment hearing.

18. Who are the five persons designated in the Petition to serve as the initial Board of Supervisors?

The five persons include: Meghan Mackie, Stephen Kalogridis, John McKay, Ashley Prince, and myself, Ian Prince.

19. Do you know each of these persons personally?

Yes, I do.

20. Are each of the persons designated to serve as the initial Board of Supervisors residents of the State of Florida and citizens of the United States?

Yes, they are.

21. Are there residential units planned for development within the Proposed District?

Yes. There are approximately 430 residential units planned for development within the Proposed District.

22. Are there residents currently living within the areas to be included within the Proposed District, and, if so, have they been notified about the creation of the District?

There are no residents currently living within the areas to be included within the Proposed District.

23. Would you please describe the timetable for development of land within the Proposed District?

The construction of infrastructure to develop the land will commence in 2026 and is expected to conclude in 2028.

24. Would you generally describe the services and facilities you currently expect the Proposed District to provide?

The Petitioner presently intends for the Proposed District to participate in the acquisition or construction of stormwater management systems, roadway improvements, water distribution utilities, hardscape, landscape and irrigation, recreational amenities, sanitary collection and conveyance system, and other public improvements permitted under Chapter 190, *Florida Statutes*. Capital costs of these improvements, including associated contingencies and professional fees, will be borne by the Proposed District. The Petitioner's good faith expectation of the costs associated with the acquisition or construction of such improvements is itemized in Exhibit 6 of the Petition.

25. Are these costs expected to include the cost of acquiring land from the developer?

No.

26. Do you have an opinion, as someone experienced in development, as to whether the area of land to be included within the Proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community?

Yes.

27. What is your opinion?

The Proposed District has sufficient land area and is sufficiently compact and contiguous to be developed with the roadway, stormwater, water and sewer, and other infrastructure systems, facilities, and services contemplated, as required under Chapter 190, *Florida Statutes*. The Proposed District will operate as one functionally interrelated community.

28. What is the basis for your opinion?

The size of the Proposed District is approximately 160.278 acres of land, more or less. Based on my previous experience, the Proposed District is of sufficient size, compactness, and contiguity to be developed as a functional interrelated community.

The qualities of compactness, contiguity, and size relate directly to whether an area can become one functional interrelated community. From the standpoint of the provision, management and operation of the community infrastructure expected to be provided by the Proposed District, the acres contemplated for inclusion within the Proposed District is sufficiently compact, contiguous and of sufficient size to maximize the successful delivery of these infrastructure improvements to these lands. The delivery of services and facilities to the lands within the Proposed District will not be hampered by insurmountable barriers or spatial problems. The area within the Proposed District is suitably configured to maximize the benefits available from the Proposed District services and facilities to be provided.

29. In general, what financing methods does the Petitioner propose that the Proposed District use to pay for the anticipated facilities and services?

The Petitioner presently expects that the Proposed District will finance certain services and improvements through the issuance of tax-exempt bonds. The debt issued by the Proposed District is expected to be retired by funds from landowners in the form of "non-ad valorem" or "special" assessments on benefitted property within the Proposed District, in accordance with Section 190.022, *Florida Statutes*. Ongoing maintenance and operational activities are expected to be funded by maintenance special assessments. At present, the Petitioner expects that the Proposed District may issue both long- and short-term bonds that will pay a portion of the cost of these facilities. The short-term bonds, and any facilities not financed with a bond issue, will be funded by the developer through conventional bank financing.

30. Who will be responsible for paying the Proposed District's assessments?

These assessments will be secured by a lien on the property within the District. Only those property owners, including the developer, within the Proposed District will be responsible for paying District assessments.

31. Will these debts of the Proposed District be an obligation of the County or the State of Florida?

No. Pursuant to Section 190.002(3), *Florida Statutes*, community development district debt cannot become the obligation of a city, county, or the State of Florida without the specific consent of that government entity.

32. Why is the Petitioner seeking to have a community development district established for this area?

Districts are an efficient, effective, and statutorily-authorized way to provide

infrastructure and have become widely accepted in the Florida marketplace by home buyers and financial institutions. Further, they are a preferred method of long-term maintenance by water management districts and other regulatory agencies because they offer professional staff, assessments collected on the tax roll which makes funding secure and other benefits not offered by a private entity operator of infrastructure.

From our perspective, the establishment of a District is logical for this project. It is a long-term, stable, financially secure entity. The District is a structured, formal entity, with the legal ability to respond to current and future changes in the circumstances and desires of its residents. This project requires that the landowners within the development must provide for the ownership and maintenance of the roadways and stormwater management system. A District is the best mechanism for the perpetual maintenance and operation of such improvements. Under Florida law, the District has access to the county tax collection mechanisms, which helps ensure that assessments will be collected and that the facilities will be maintained. In that sense, to us, it is preferable to a property owners' association.

In addition, the District has the financial capability to assist in the provision of necessary capital improvements sooner than might otherwise be the case. The County, developers, builders and residents will all benefit from these improvements in terms of access, traffic flow, safety, and general property value enhancement.

33. Does this conclude your testimony?

Yes.

BEFORE THE COUNTY COMMISSION OF
POLK COUNTY, FLORIDA

IN RE: PETITION TO ESTABLISH)
THE GARDNER TRAILS COMMUNITY)
DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY OF BROC ALTHAFER AS TO ESTABLISHMENT OF THE GARDNER TRAILS COMMUNITY DEVELOPMENT DISTRICT

STATE OF
FLORIDA COUNTY
OF OSCEOLA

I, Broc Althafer, P.E., being first duly sworn or affirmed, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Broc Althafer, P.E., and I am employed by Osceola Engineering, LLC as a civil engineer.

3. The prepared, written pre-filed testimony consisting of eight (8) pages, which is attached hereto and submitted under my name to the Board of County Commissioners of Polk County, Florida relating to the *Petition to Establish The Gardner Trails Community Development District* submitted on December 4, 2025 (the "Petition"), is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at The Gardner Trails Community Development District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience, and qualifications concerning land development and the construction of public infrastructure as a professional engineer and related matters are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony generally addresses the nature of the proposed development plan of public infrastructure for The Gardner Trails Community Development District.

7. No corrections or amendments to my pre-filed testimony or the Petition and its exhibits are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 6th day of January 2026.

Broc Althafer, P.E.

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was affirmed and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 6th of January 2026, by Broc Althafer, P.E., who is personally known to me or who has produced _____ as identification and who ☐ did or ☐ did not take an oath.

CARIE R. THOMPSON
Notary Public
State of Florida
Comm# HH645581
Expires 3/26/2029

Carie R Thompson
(Official Notary Signature & Seal)
Name: CARIE THOMPSON
Personally Known ✓
OR Produced Identification _____
Type of Identification _____

TESTIMONY OF BROC ALTHAFER, P.E., FOR ESTABLISHMENT OF THE GARDNER TRAILS COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Broc Althafer, and my business address is 1003 Florida Avenue, St. Cloud, FL 34769.

2. By whom are you employed and in what capacity?

I am employed by Osceola Engineering, LLC as Manager.

3. How long have you been in the engineering field?

I have been in the engineering field for over 19 years.

4. Does your firm, Osceola Engineering, LLC represent Prince Poinciana, LLC?

Yes. My firm serves as Consulting Engineer.

5. Please give your educational background, with degrees earned, major areas of study and institutions attended.

I received my Bachelor of Engineering, in Civil Engineering from the University of Florida in 2006.

6. Do you have any professional licenses, registrations, or certifications?

I hold a license as a Professional Engineer in the State of Florida. My license number is 72321.

7. Please summarize your previous experience as it relates to public facility design and construction, and land development and planning.

I have been involved with numerous developments in southwest Florida region similar to the District. My specific focus is in land development, utilities design, and storm water-related engineering.

8. Are you familiar with the Petition ("Petition") filed by Prince Poinciana, LLC ("Petitioner") on December 4, 2025 seeking establishment of The Gardner Trails Community Development District ("District" or "Proposed District")?

Yes. I have reviewed the Petition and the exhibits submitted with the Petition.

9. Have you been involved in any developments of the type and nature similar to those in the proposed The Gardner Trails Community Development District?

Yes. I have been involved in several developments that contain the same or similar necessary public infrastructure facilities utilizing my expertise in the design, permitting, and construction of similar systems.

10. Are you familiar with those parcels of land proposed to be included in the District?

Yes, I am.

11. Are you generally familiar with the geographical area, type, and scope of development and the available services and facilities in the vicinity of the Proposed District?

Yes, I am.

12. What has been your role with respect to the Proposed District's establishment proceeding?

I serve as Consulting Engineer to the Petitioner.

13. Have you reviewed the Petition and approved its contents?

Yes, I have reviewed and approved the engineering exhibits included in the Petition, along with the estimated costs of construction, and the future ownership and maintenance exhibit to the Petition.

14. Did you review specifically any of the exhibits attached to the Petition?

Yes, I have reviewed and approved Exhibits 1, 2, 4, 5, and 6.

15. Do any of those exhibits require any change or correction?

Yes. Exhibit 6 was revised to clarify the ownership entity of the collector roadway, onsite local roadways, water distribution system, and sanitary collection and conveyance system.

16. To the best of your knowledge, are Exhibits 1, 2, 4, 5, and 6 to the Petition true and correct?

Yes, to the best of my knowledge.

17. In general, what do Exhibits 1, 2, 4, 5, and 6 to the Petition demonstrate?

Exhibit 1 depicts the general location and boundary of the Proposed District. Exhibit 2 is a metes and bounds legal description of the Proposed District's boundaries. Exhibit 4 depicts the existing and future land uses for the lands comprising the Proposed District. Exhibit 5 indicates the location of major outfall canals and drainage basins for the lands within the Proposed District as well as the location of existing major trunk water mains, reuse water mains, proposed storm drainage pipes, and wastewater interceptors within the lands proposed to be included within the Proposed District. Exhibit 6 describes the types of

improvements to be constructed, future ownership, operation and maintenance entities, and the estimated costs of construction.

18. Would you generally describe the services and facilities that the Proposed District is expected to provide?

The Petitioner presently intends for the Proposed District to participate in the acquisition or construction of stormwater management system, onsite roadway improvements, water distribution system, sanitary collection and conveyance system, landscape and hardscape and recreation, and other public improvements.

19. Are the construction cost estimates for the Proposed District facilities reasonable?

Yes, I have reviewed the construction cost estimates and, to the best of my knowledge, information, and belief, and based on the information available, the construction cost estimates for the Proposed District improvements are reasonable based on my experience and knowledge of construction costs in the area.

20. Based upon your training and experience as a professional engineer, do you have an opinion as to whether the Proposed District is of sufficient size, sufficient compactness, and sufficient contiguity to be developed as a functional interrelated community?

Yes, I do have an opinion.

21. What is your opinion?

My opinion is that the Proposed District can be developed as a functional interrelated community because it has sufficient size, sufficient compactness and sufficient contiguity.

22. What is the basis for your opinion?

For many reasons, the Proposed District facilities can be provided in an efficient, functional and integrated manner. First, the lands to be included within the Proposed District have sufficient infrastructure needs to be developable as a functionally interrelated community. Second, this necessary infrastructure can be provided by the Proposed District in a cost-effective manner based upon the specific design of the community. Furthermore, the use of one development plan whose infrastructure is implemented by a community development district ("CDD") to provide the community services and facilities will ensure that the proposed improvements are provided and maintained in an efficient, functional and integrated manner.

23. As a professional engineer, do you have an opinion as to whether the services and facilities to be provided by the Proposed District will be incompatible with the capacities and uses of existing local and regional community development facilities and services?

My opinion is that the Proposed District will not be incompatible with the capacities and uses of existing local and regional community facilities and services.

24. What is the basis for your opinion?

There is no duplication or overlap of facilities or services because there is no other entity or unit of government presently funding or providing the improvements proposed by the Proposed District. Therefore, the Proposed District will be an efficient entity to participate in the construction and maintenance of the necessary infrastructure improvements.

25. As a professional engineer, do you have an opinion as to whether the area to be included within the Proposed District is amenable to being served by separate special district government?

Yes. The Proposed District encompasses approximately 160.278 acres. First, a project of this size is large enough to support its own community with individual facility and service needs. Second, the Proposed District can be utilized as a cost efficient long-term mechanism to ensure that the residents of the Proposed District pay for and receive proper and required maintenance. Therefore, my opinion is that the area within the Proposed District is amenable to separate special district government.

26. As a professional engineer, do you have an opinion as to whether the Proposed District is the best alternative to provide the proposed community development services and facilities to the area that will be served?

Yes.

27. What is your opinion?

It is my opinion that the Proposed District is the best alternative to provide the proposed services and facilities within the Proposed District.

28. What is the basis of your opinion?

The Proposed District is a long-term, stable, perpetual entity capable of funding, constructing and, in some cases, maintaining the facilities over the lifetime of the facilities because the Proposed District has the advantage of being a unit of special purpose local government which has access to the tax-exempt bond market. Neither a property owners' nor homeowners' association (POA/HOA) has the ability to finance infrastructure of the nature and scope contemplated here, or manage the construction, acquisition or maintenance of the public infrastructure. Unlike POAs/HOAs, the Proposed District has statutory authority to place first-priority liens on property for unpaid assessments, providing stronger collection mechanisms and financial security. Overall, the Proposed District would be a more timely, reliable and cost-efficient mechanism to deliver and maintain the improvements contemplated by the Proposed District.

29. Do you have an opinion, as someone experienced in land planning, as to whether the Proposed District is a viable alternative for delivering community services and facilities to the areas that will be served by the Proposed District?

Yes. It is my opinion that the Proposed District is a viable alternative for providing the proposed services and facilities to the lands to be included within the Proposed District.

30. What are the alternatives contemplated in rendering this opinion?

There would be two alternatives to the establishment of the Proposed District, both of which would be less effective. First, to facilitate economic development, accommodate new growth, and provide new services, Polk County could potentially provide the selected facilities, though this would likely result in increased costs to taxpayers and less focused management. The second alternative would be for the developer or property owners association (POA) to provide the infrastructure using private financing.

31. Can you provide an example of a service or facility and explain why a CDD is a preferred alternative for long-term operation and maintenance?

Yes. An example would be a stormwater management system. By statute, CDDs and property owners' associations are permitted to operate and maintain these systems. However, homeowners' associations are generally required by water management districts to provide significantly more information and documentation before they are authorized to operate and maintain a stormwater management system. Homeowners' associations are usually required to prove they have the financial resources to maintain the system, commit in writing to operate and maintain it, and guarantee that the association cannot dissolve until another qualified entity is in place to take over.

A CDD, which is statutorily established as a more secure financial, legal and administrative entity, typically only needs to provide a letter to the water management district certifying that the district will accept operation and maintenance responsibility. All things being equal, a CDD is preferred over a homeowners' or property owners' association for operation and maintenance of a stormwater management system.

32. How does the Proposed District compare to these alternatives?

By comparison to the alternatives referenced above, from a planning perspective, the Proposed District is the best alternative available to provide the necessary infrastructure improvements. As a special purpose "local government," the Proposed District is a stable, long-term public entity capable of constructing, maintaining and managing the proposed infrastructure, improvements, and facilities. The limited purpose and scope of the District, combined with the statutory safeguards in place, such as notice requirements and public access to district records, would ensure that the Proposed District is responsive to the infrastructure needs of the Proposed District. The Proposed District would be able to obtain tax-exempt, low-cost financing to provide the necessary improvements and then impose special or non-ad valorem assessments upon the property owners within the District to fund

the infrastructure, ensuring cost-effective development and maintenance of community assets.

Only a CDD allows for the independent financing, administration, operations and maintenance of the land within the District. Only a CDD allows district property owners, and eventually residents, to completely control the district board and, therefore, the timing and extent of infrastructure improvement and maintenance. Knowing when, where and how infrastructure will be needed to service the projected population of an area allows for the smooth delivery of those facilities. The Proposed District exceeds other available alternatives at focusing attention to when and where and how the next system of infrastructure will be required for this specific area. This results in optimal utilization of existing facilities before new facilities are constructed, maximizing efficiency and reducing the delivered cost to the citizens being served while maintaining high-quality infrastructure standards. Other alternatives do not have these characteristics.

33. In the course of your work in Florida, have you had an opportunity to work with the State Comprehensive Plan found in Chapter 187, *Florida Statutes*?

Yes. In the course of producing planning documents for private development proposals, I have often referred to the State Comprehensive Plan.

34. In the course of your work in Florida, have you had an opportunity to review local government comprehensive plans?

Yes.

35. At this point, I will ask you to address certain matters that are related to land use and comprehensive planning. Are you familiar with the development approvals that have been obtained or are being sought by the Petitioner to govern the lands within the Proposed District?

Yes, I am.

36. Based upon your training and experience as a civil engineer specializing in land development, do you have an opinion as to whether the Proposed District is inconsistent with any portion or element of the State Comprehensive Plan found in Chapter 187, *Florida Statutes*?

Yes.

37. What is that opinion?

In my professional opinion, the Proposed District is not inconsistent with the applicable provisions of Chapter 187, *Florida Statutes*.

38. What is the basis for your opinion?

I have reviewed, from a planning perspective, applicable portions of the State Comprehensive Plan which relate to CDDs. The State Comprehensive Plan "provides long-range policy guidance for the orderly social, economic, and physical growth of the state." The State Comprehensive Plan provides twenty-five (25) subjects, and numerous goals and policies. Three subjects are particularly relevant, from a planning perspective to the establishment of CDDs: No. 15 - Land Use, No. 17 – Public Facilities, and No. 25 - Plan Implementation. Several of the policies and goals are particularly supportive of the establishment of the Proposed District.

39. Why is subject No. 15 in the State Comprehensive Plan relevant to the establishment of the Proposed District?

This goal recognizes the importance of enhancing the quality of life in the State of Florida and attempts to do so by ensuring that development is located in areas that have fiscal abilities and service capacity to accommodate growth. CDDs are designed to provide services and facilities in a fiscally responsible manner to areas which can accommodate development. The Proposed District is consistent with this goal because it will continue to have the fiscal capability to provide a range of services and facilities to a population in a designated growth area.

40. Are any of the policies under subject No. 15 relevant?

Yes. Policy 1 promotes efficient development activities in areas which will have the capacity to service new populations and commerce. The Proposed District will be a vehicle to provide high quality services in an efficient and focused manner over the long term.

41. What is Subject 17 and why is it relevant?

Subject 17 addresses public facilities. The goal is to finance new facilities in a timely, orderly and efficient manner. In particular, Policy 3 states that the cost of new public facilities should be allocated to existing and future residents on the basis of the benefits received. Policy 6 also encourages the identification and implementation of innovative but fiscally sound and cost-effective techniques for financing public facilities. Establishment of the Proposed District will further this goal and related policies.

42. Why is subject No. 25, the other subject you mentioned, relevant to the establishment of the Proposed District?

Subject No. 25 addresses Plan Implementation. This goal requires that systematic planning capabilities be integrated into all levels of government throughout the state, with particular emphasis on improving inter-governmental coordination and maximizing citizen involvement. The Proposed District will operate through a separate and distinct Board of Supervisors who will systematically plan the construction, operation and maintenance of public improvements and community facilities authorized under Chapter 190, *Florida Statutes*, subject to and not inconsistent with the local government comprehensive plan and land development regulations. Further, meetings held by the Board of Supervisors are publicly advertised and open to the public.

43. Are there any relevant policies in this portion of the State Comprehensive Plan?

Yes. Policy 6 encourages public citizen participation at all levels of policy development, planning and operations. Under Chapter 190, *Florida Statutes*, six (6) years after the establishment of a CDD, and after two hundred and fifty (250) electors reside in the CDD, the election of the Board of Supervisors begins to transition from a landowner-elected Board to a resident-elected Board. Regardless of whether the board is elected by the landowners or the residents, the District must convene its meetings in accordance with government in the sunshine provisions set forth in Chapter 286, *Florida Statutes*. This encourages citizen participation in the planning and operational activities of the District.

44. In the course of your work in Florida, have you had an opportunity to review local government comprehensive plans?

Yes. In fact, I have reviewed the Polk County Comprehensive Plans many times in the course of my work.

45. Based upon your training and experience as a land development engineer, do you have an opinion as to whether establishment of the Proposed District is inconsistent with any portion or element of Polk County's Comprehensive Plan?

Yes, I do.

46. What is that opinion?

In my professional opinion, the establishment of the Proposed District is not inconsistent with any applicable provisions of the Polk County Comprehensive Plans.

47. Does this conclude your testimony?

Yes, it does.

BEFORE THE COUNTY COMMISSION OF POLK COUNTY, FLORIDA

IN RE:	PETITION TO ESTABLISH THE GARDNER TRAILS COMMUNITY DEVELOPMENT DISTRICT	)))

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF Polk

I, Jason Greenwood, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Jason Greenwood, and I am Managing Director and District Manager of Governmental Management Services-Tampa, LLC.

3. The prepared written, pre-filed testimony consisting of twelve (12) pages, submitted under my name to the County Commission for Polk County, Florida relating to the Petition to Establish The Gardner Trails Community Development District ("Petition") and attached hereto, is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at The Gardner Trails Community Development District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience, and qualifications concerning my work as a special district manager and financial advisor are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various managerial and operational aspects related to the Petition to Establish The Gardner Trails Community Development District.

7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 29th day of December 2025.

Jason Greenwood

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29th of December 2025, by Jason Greenwood, who is personally known to me or who has produced _____ as identification.

NICOLE VIVERITO
MY COMMISSION # HH268948
EXPIRES: May 30, 2026

(Official Notary Signature & Seal)

Name: Nicole Viverito
Personally Known ✓
OR Produced Identification _____
Type of Identification _____

TESTIMONY OF JASON GREENWOOD FOR THE
THE GARDNER TRAILS COMMUNITY DEVELOPMENT DISTRICT
ESTABLISHMENT

1. Please state your name and business address.

My name is Jason Greenwood. My business address is 4530 Eagle Falls Place, Tampa Florida 33619

2. By whom are you employed and in what capacity?

I am the Managing Director of Governmental Management Services – Tampa, LLC ("GMS"), and serve as District Manager and assessment administrator for community development districts.

3. Please briefly summarize your duties and responsibilities.

GMS provides management consulting services to community development districts and the real estate industry, including general management, accounting, recording, secretarial services, field services and assessment administration. GMS currently serves as the district manager for over two hundred and fifty (250) community development districts ("CDDs") in the State of Florida.

4. Do you work with both public and private sector clients?

GMS primarily works for public entities providing district management services. However, we are retained, from time to time, by private entities to consult on the creation of special districts as well as the viability of certain proposed developments.

5. Prior to your current employment, by whom were you employed and what were your responsibilities in those positions?

I have 8 years of experience in providing management to special districts in the State of Florida. I have extensive knowledge of special districts, governmental budgeting and finance issues, and the development process.

6. Will your firm, Governmental Management Services – Tampa, LLC, represent The Gardner Trails Community Development District ("District")?

Yes. GMS will serve as District Manager and assessment administrator.

7. Please describe your educational background.

I have a B.A. in Business and Finance, and Marketing Minor from Ashford University in 2013 and an MBA with a specialization in Finance from Lynn University in 2015.

8. Please describe your work with community development districts in Florida.

Through GMS, the clients I serve are both resident-elected and landowner-elected CDDs, depending on the stage in the life of the development. I assist the various Boards of Supervisors and residents by managing the accounting, official recordkeeping, and operations and management of the assets acquired or constructed by the CDD. I have provided management and assessment administration services to numerous active CDDs across Florida.

9. Are any of these community development districts that you have worked with about the same size as the proposed The Gardner Trails Community Development District in Polk County, Florida ("County")?

Yes.

10. What has been your role with respect to the proposed The Gardner Trails Community Development District establishment proceeding?

I serve as an assessment, economic, and management consultant relating to the establishment of the proposed District. Specifically, I assisted in preparation of Petition Exhibit 7, the Statement of Estimated Regulatory Costs ("SERC").

DISTRICT MANAGEMENT

11. At this point, I will ask you to address certain matters that are related to community development district management. Please describe the general manner in which a community development district actually operates.

Community development districts are governed by a five-member board of supervisors. These board members are initially appointed by the establishment entity in its ordinance. Within 90 days of the establishment of the district, a new board is elected by the landowners in the district. The Board is the governing body of the district. The Board employs a district manager, who supervises the district's services, facilities, and administrative functions. The Board annually considers and, after public notice and hearing, adopts a budget. The district submits a copy of the proposed budget to the applicable local general-purpose government for review and for optional comment prior to its adoption each year.

12. Are there requirements, such as the open meetings and public records laws, imposed upon community development districts in order to safeguard the public that are similar to those imposed upon other general purpose local governments?

Yes, there are.

13. Please describe these requirements and safeguards.

First, it is important to note that the establishment of a CDD does not change any

requirements for local general purpose governmental approval of construction within the district. Any land development requirements and all state and local development regulations still apply.

Second, members of the CDD Board of Supervisors must be residents of Florida and citizens of the United States. After the Board shifts to being elected by the resident electors of the district the supervisors must also be residents and electors of the district. Board members must annually file the same financial disclosure forms required by other local officials. All meetings of the CDD Board of Supervisors are open to the public and are subject to the government in the sunshine requirements of Chapter 286, *Florida Statutes*. Furthermore, the District's records must be open for public inspection in accordance with the Florida law governing public records.

Next, the District must provide financial reports to the state in the same form and manner as is required of all other political subdivisions. The CDD is annually audited by an independent certified public accountant. As I said before, the CDD budget is adopted annually by the board after a public hearing. All rates, fees, and charges imposed by the district must be adopted pursuant to Chapter 120, *Florida Statutes*.

Finally, to impose special or non-ad valorem assessments under Chapter 170, 190 and 197, *Florida Statutes*, a CDD must provide published and mailed notice to those who are assessed providing them opportunity to appear before the Board of Supervisors and have an opportunity to comment on the advisability of the assessments. That assessment process entails preparation of an assessment methodology that fairly and equitably allocates the cost of the district's projects.

14. Please describe in general terms how a CDD operates financially, both on a day-to-day and a long-term basis.

In the early stages, particularly when a CDD is first formed, the CDD's operating funds may be funded by a "funding agreement" between the CDD and the landowner/developer in lieu of assessments that the CDD might have imposed on property within the CDD.

In order to provide long term financing of capital projects, CDDs often issue bonds. All bonds issued by CDDs must be secured by a trust agreement, and any bond maturing over a period of more than five years must be validated and confirmed by court decree pursuant to Chapter 75, *Florida Statutes*. The District also may borrow funds on a long or short-term basis.

Debt may be retired by the District through non ad valorem or special assessments imposed on benefited properties, or rates, fees, and charges imposed on users of district facilities and services. By law, debt of the District cannot become debt of any other government (County, county or state), without that government's consent.

15. What alternatives, other than community development districts, are you familiar with that might be available to provide community infrastructure for the lands within the

proposed District?

In my opinion, there are two alternatives that might provide community infrastructure such as the roads, utilities, drainage, recreation and other improvements contemplated for the proposed district. First, the general-purpose local government could finance the improvements utilizing special assessments and/or general funds. Alternatively, the developer could provide infrastructure through private means, including private financing if available. As discussed later in my testimony, neither of these alternatives is preferable to use of the CDD concept.

16. What has been your role with respect to the Petition to Establish The Gardner Trails Community Development District ("Petition")?

I have worked closely with Prince Poinciana, LLC, ("Petitioner") and its consultants in determining if a CDD is appropriate for this project. I also supervised the preparation of Exhibit 7 of the Petition, the SERC.

17. Do you have an opinion, as someone experienced in district management and operations, as to whether the proposed District is the best available alternative for delivering community services and facilities to the areas that will be served by the District?

Yes. For this project, the proposed District is the best alternative available for delivering the proposed services and facilities to the area that will be served. These improvements include, but are not limited to, a stormwater management system, onsite roadway improvements, a water distribution system, a sanitary collection and conveyance system, landscape, hardscape, and recreation facilities.

18. What is the basis for your opinion?

Looking at the alternatives, the County could finance and manage the improvements utilizing special assessments or general funds. The developer and/or a property owner's association ("POA") could provide these facilities as well through private financing.

In evaluating the alternatives, it is important to consider whether the alternative can provide the best focus, can effectively and efficiently manage and maintain the facilities, and whether the alternative can secure low cost, long term public financing. The County clearly provides the long-term perspective and is a stable and relatively low cost source of financing and provider of services at sustained levels. However, the County has substantial demands over a broad geographical area that places a heavy management delivery load on its staff. In addition, if dependent district financing were used, the County would be responsible for all administrative aspects of the dependent district. The County would have to make time and meetings available for the monthly matters pertaining to the dependent district. By using a dependent district mechanism, the County would be increasing its responsibility and hence liability for the variety of actions that will take place in the development. The County, through the dependent district, would also be the contracting

party for all construction contracts, would have to deal with bid issues, enforce performance bonds, and participate in construction arbitration or litigation if necessary. They would deal with delay claims and budget management and all the other challenges that come with being the owner in a public construction project. A district can be created to provide focused attention to a specific area in a cost-effective manner. It also allows the County to focus staff time, finances, and other resources elsewhere and does not burden the general body of taxpayers in the County with the debt associated with this growth.

The other alternative is the use of private means either through a POA or through the developer, or both in combination. This combination can clearly satisfy the high demand for focused service and facilities and managed delivery. However, only a public entity can assure a long-term perspective, act as a stable provider of services and facilities, qualify as a lower cost source of financing, and pay for services at sustained levels. POAs lack the ability to effectively finance the improvements. Their ability to assure adequate funds for sustained high levels of maintenance is less than with a CDD.

Furthermore, neither the developer nor a POA would be required to conduct all actions relating to the provision of these improvements in the "sunshine" as a CDD must, or abide by other public access requirements that are incumbent upon a CDD and its Board of Supervisors. Also, provision and long term operation and maintenance of these improvements, particularly the recreation roadway and drainage activities, by a CDD ensures that residents have guaranteed access to the body or entity making decisions about these facilities, and in fact will one day sit as the five member board making the decisions that impact their community directly.

A CDD is an independent special purpose unit of local government designed to focus its attention on providing the best long-term service to its specifically benefited properties and residents. It has limited power and a limited area of jurisdiction. The CDD will be governed by its own board and managed by those whose sole purpose is to provide the district long term planning, management, and financing of these services and facilities. This long-term management capability extends to the operation and maintenance of the facilities owned by the CDD. Further, the sources for funding and manner of collection of funds will assure that the CDD facilities will be managed at the sustained levels of quality desired by residents well into the future.

19. Do you have an opinion, as someone experienced in district management and operations, as to whether the area of land to be included within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community?

Yes.

20. What is your opinion?

The proposed CDD has sufficient land area, and is sufficiently compact and contiguous to be developed, with the roadway, drainage, water and sewer, and other infrastructure

systems, facilities and services contemplated. The District will operate as one functionally interrelated community.

21. What is the basis for your opinion?

The size of the proposed District is approximately 160.278 acres, more or less. Based on my previous experience, the proposed District is of sufficient size, compactness, and contiguity to be developed as a functional interrelated community.

The qualities of compactness, contiguity, and size relate directly to whether an area can become one functional interrelated community. From the standpoint of the provision, management and operation of the community infrastructure expected to be provided by the District, the acres contemplated for inclusion within the District is sufficiently compact, contiguous and of sufficient size to maximize the successful delivery of these infrastructure improvements to these lands. The delivery of services and facilities to the lands within the District will not be hampered by insurmountable barriers or spatial problems. The area within the District is suitably configured to maximize the benefits available from the District services and facilities to be provided.

22. Do you have an opinion, as someone experienced in district management and operations, as to whether the area that will be served by the proposed District is amenable to separate special district government?

Yes.

23. What is your opinion?

The District is of sufficient size, compactness, and contiguity. Therefore, the area to be served by the proposed District is clearly amenable to separate special district governance. The configuration of the District is not unlike other CDDs with which I have worked over time.

24. What is the basis for your opinion?

Two criteria are needed to evaluate a land area as amenable to separate special district government. One, does the land area have need for the facility and services and will its owners and residents benefit from facilities that the special district could provide? Two, is the land area of sufficient size, sufficient compactness, and sufficiently contiguous to be the basis for a functional interrelated community?

Under both criteria, the CDD is a planned community of sufficient size with a need for the facilities and improvements that are presently expected to be provided by the CDD. As described in the Petition, the District will construct and maintain certain identified needed facilities and services. In particular, this District will have significant responsibilities for a relatively large amount of drainage and stormwater management to serve the community. Water and sewer improvements constructed by the CDD will be transferred to the County

and roadway improvements will be owned and maintained by the CDD. Based on my experience, districts of this size are large enough to effectively provide and manage these services. From a management and operations perspective, the land area is well suited to the provision of the proposed services and facilities.

25. Do you have an opinion, as someone experienced in district management and operations, as to whether the community development services and facilities of the proposed District will be incompatible with the capacity and use of existing local and regional community development services and facilities?

Yes.

26. What is your opinion?

The proposed services and facilities of the proposed District are not incompatible with the capacity and uses of existing local or regional community development services and facilities.

27. What is the basis for your opinion?

Petitioner presently expects the proposed District to finance and construct a stormwater management system, onsite roadway improvements, a water distribution system, a sanitary collection and conveyance system, landscape, hardscape, and recreation facilities. None of the facilities expected to be provided by the District presently exist. Ultimately, a district may own and maintain certain of those improvements, such as the recreation improvements and stormwater management system, and the County, or other governmental entities, may own and maintain others. There will be no overlap or incompatibility because the facilities and improvements expected to be provided by the proposed District do not exist today.

ECONOMICS AND FINANCING

28. You stated earlier that you are familiar with the Petition, and its Exhibits, filed by the Petitioner, to establish the proposed The Gardner Trails Community Development District. Are you particularly familiar with Exhibit 7 to the Petition?

Yes, Exhibit 7 is the SERC, a requirement of Chapter 190, *Florida Statutes*.

29. Have any revisions been made to Exhibit 7 of the Petition, the SERC?

Yes. Table 1 of Exhibit 7 was revised to clarify the ownership entity of the collector roadway, onsite local roadways, water distribution system, and sanitary collection and conveyance system.

30. What exactly is a "SERC"?

The Statement of Estimated Regulatory Costs is actually a requirement under Section

120.541(2), *Florida Statutes*, which has been incorporated into the law on establishment of community development districts.

31. In general terms, please summarize the economic analyses presented in the SERC.

An understanding of the SERC requires the recognition of the scope of review and evaluation for the establishment of a community development district as set out in Chapter 190. Section 190.002(2)(d), *Florida Statutes*, states "[t]hat the process of establishing such a district pursuant to uniform general law [must] be fair and based only on factors material to managing and financing the service-delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant." Thus, the scope of the economic analysis included in the SERC addresses only the establishment of the proposed District, and not the planning or development of the property itself.

The economic analysis sets out the assumptions about the development within the proposed district and the anticipated infrastructure to be provided by it. The analysis addresses each of the potentially affected parties defined in Chapter 120, *Florida Statutes*, and evaluates the impact of the proposed district on each such group.

The proposed The Gardner Trails Community Development District is a specialized unit of local government. It is a special purpose unit of local government with a single objective: the provision of infrastructure and services for a planned new community. Its economic benefits exceed its economic cost to the Petitioner, the County, and to all subsequent purchasers and landowners of the community - in short, to all affected parties.

Once the proposed District is established, there are no direct costs to the County. While the proposed District will provide certain reports and budgets to the County for its discretionary review, there are no requirements that either incur any obligations or expense associated with its review. In addition, to the extent the proposed District utilizes the services of the Property Appraiser or Tax Collector under the provisions of Chapter 197, *Florida Statutes*, to collect its assessments, the proposed District must pay the costs associated with those services.

It is important to note that under Chapter 190, the debt of the proposed District cannot become the debt of the County or the State of Florida. Since the proposed District will be an independent unit of government and issue its own bonds, the proposed District will not have any effect on the bonding capacity of the County or the State of Florida.

32. Please describe briefly the data and methodology used in preparing the SERC and related analyses.

The data for the analysis came from the landowner, other experts working on the Petition, and from the Petition itself. The methodology is standard economic impact assessment.

33. From an economic and financial perspective, do you have an opinion regarding the financial viability and feasibility of the proposed District?

Yes, I do.

34. What is that opinion?

In my opinion, based on my experience with other districts, the proposed The Gardner Trails Community Development District is expected to be financially viable and feasible.

35. Are you familiar with the State Comprehensive Plan found in Chapter 187, *Florida Statutes*?

Yes.

36. From an economic and financial perspective, do you have an opinion as to whether the proposed District is inconsistent with the State Comprehensive Plan from an economic perspective?

Yes.

37. What is that opinion?

It is my opinion that the proposed The Gardner Trails Community Development District is not inconsistent with any applicable element or portion of the state comprehensive plan.

38. What is the basis for your opinion?

I have reviewed, from an economic and financial perspective, the State Comprehensive Plan, particularly those portions that relate to community development districts. The State of Florida Comprehensive Plan (Chapter 187, *Florida Statutes*) "provides long-range policy guidance for the orderly social, economic, and physical growth of the state." From an economic and financial perspective, four subjects, subjects 15, 17, 20, and 25 of the State Comprehensive Plan are relevant to the establishment of a CDD.

Subject 15, titled Land Use, recognizes the importance of locating development in areas that have the fiscal abilities and service capacity to accommodate growth. It is relevant because CDDs are designed to provide infrastructure services and facilities in a fiscally responsible manner to the areas that can accommodate development. The establishment of the District will not be inconsistent with this goal because the District will have the fiscal capability to provide the specified services and facilities within its boundaries.

Subject 17, titled Public Facilities, relates to (i) protecting investments in existing public facilities; (ii) providing financing for new facilities, (iii) allocating the costs of new public facilities on the basis of the benefits received by future residents; (iv) implementing innovative but fiscally sound techniques for financing public facilities; and (v) identifying and using stable revenue sources for financing public facilities. The establishment of the District will further these State Comprehensive Plan Goals and Policies.

Subject 20, titled Governmental Efficiency, provides that governments shall economically and efficiently provide the amount and quality of services required by the public. The proposed District will be consistent with this element because the proposed District will continue to:

(i) cooperate with other levels of Florida government;

(ii) be established under uniform general law standards as specified in Chapter 190, *Florida Statutes*;

(iii) be professionally managed, financed, and governed by those whose property directly receives the benefits;

(iv) not burden the general taxpayer with costs for services or facilities inside The Gardner Trails Community Development District; and

(v) plan and implement cost efficient solutions for the required public infrastructure and assure delivery of selected services to residents.

Subject 25, titled Plan Implementation, calls for systematic planning capabilities to be integrated into all levels of government throughout the state, with particular emphasis on improving intergovernmental coordination and maximizing citizen involvement. The proposed District is consistent with this element of the State Comprehensive Plan.

39. Based on your work with districts and from an economic and financial perspective, do you have an opinion as to whether the area of land that is proposed to be included within the proposed District is of sufficient size, sufficient compactness, and sufficient contiguity to be developable as one functional interrelated community?

Yes.

40. What is your opinion?

Based on my previous experience, the proposed District is of sufficient size, compactness, and contiguity to be developed as a functional interrelated community.

41. What is the basis for your opinion?

The project is compact with land use typical of a planned community. The development of the land has been planned to be a functional interrelated community making the most efficient use of public funds available.

42. From a financial perspective, do you have an opinion as to whether the proposed The Gardner Trails Community Development District is the best alternative available for providing the proposed community development services and facilities to the area to be served?

Yes.

43. What is your opinion?

The proposed District is the best alternative to provide community development facilities to the area to be served. This is true for the landowners and the governmental entities for the following reasons.

From the perspective of current and future property owners within the District, the District is the best alternative for providing community facilities, infrastructure, and services. The land development envisioned for the area within the District boundaries will require substantial provision of infrastructure, facilities and services. The CDD is an alternative method to provide these necessary services. The CDD can access the tax-exempt public capital markets and thereby fund these facilities and services at a lower cost than the alternative of developer funding. Furthermore, unlike a property owners association ("POA") the CDD has the power to assess property and collect those assessments along with other property taxes. Therefore, a CDD can fund large capital improvement programs that a POA cannot.

With regard to the operations and maintenance of community facilities and services the CDD is also the best alternative. The CDD is preferable to a POA to future landowners for the following reasons. First, unlike a POA, the CDD collects funds for operations and maintenance directly from assessments collected along with all other property taxes, which is a more assured income stream. Unlike a POA, a CDD is a unit of local government, and it must hold its meetings in the sunshine and bid out its contracts where required by law. A CDD provides control to the landowners much sooner in time than a POA. A CDD is focused on providing the community with services, facilities, and their maintenance in a way the general-purpose government, with its competing interests and broad responsibilities, is not. This level of local control serves the best interests of property owners in the CDD.

From the perspective of the State of Florida and the County, a CDD is the best alternative for providing community facilities and their operations and maintenance for a variety of reasons. First, as noted above, compared to a POA the CDD is a more powerful and more responsive organization for providing and maintaining infrastructure and services. Second, without a CDD the County may have to assume greater responsibility for construction, operations, and maintenance of community facilities and services. Even if the County formed a dependent district to provide community facilities and services to the area to be served by the CDD, and charged appropriately for these services, the County would be enmeshed in the responsibilities and in the management of those facilities. Furthermore, without a CDD the County cannot be assured that only residents of the area to be served by the CDD would bear the full costs of the needed facilities and services.

44. From an economic and financial perspective, do you have an opinion as to whether the services and facilities to be provided by the proposed The Gardner Trails Community Development District will be incompatible with the uses and existing local and regional facilities and services?

Yes.

45. What is your opinion?

The proposed The Gardner Trails Community Development District covers approximately 160.278 acres of land, more or less. The configuration of the land is sufficiently compact and contiguous. As such, it will not create any economic disincentives to the provision of the infrastructure facilities contemplated in this case.

Given the scope and expected cost of facilities to be provided, 160.278 acres of land, more or less for a residential development provides a sufficient economic base to absorb the debt costs and annual operating costs for district administration and to efficiently apportion the cost of improvements.

46. From an economic and financial perspective, do you have an opinion as to whether the area that will be served by the proposed The Gardner Trails Community Development District is amenable to separate special district government?

Yes.

47. What is your opinion and its basis?

It is my opinion that the area within the boundaries of the proposed District is amenable to a separate special district government. The lands within the proposed District's boundaries have the need for basic infrastructure.

The land is of sufficient size, compactness, and contiguity and meets those tests. Therefore, from an economic and financial perspective, the area to be served by the proposed District is clearly amendable to separate special district governance.

48. Does this conclude your testimony?

Yes, it does.

Agenda Item O.2. 1/20/2026

SUBJECT

Public Hearing (LDCPAL-2025-9 ECX CPA) (Adoption Hearing) to consider the adoption of a Large-Scale Comprehensive Plan text amendment to Policy 2.131-RA4. F. 3. (h) to amend the personal services and commercial limitation to exceed 30 percent of the Employment Center (ECX) when approved as a Conditional Use in the US 98 SAP. This case is related to LDCT-2025-20 which is a companion Land Development Code text amendment. (No Fiscal Impact)

DESCRIPTION

This is an applicant-initiated Large-Scale Comprehensive Plan Map Amendment for property located across all ECX districts in the US 98 Selected Area Plan

State law requires one Planning Commission hearing, which was held on November 5th, 2025, with a recommendation for approval (6:1). This case was approved for transmittal to Florida Commerce by the Board on December 2, 2025.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

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Planner II
Land Development Division
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POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	August 30, 2025
Planning Commission Date:	November 5, 2025
BoCC Dates:	December 2, 2025 Transmittal, and January 20, 2026 Adoption
Applicant:	Bart Allen, Peterson and Myers Law Firm
Level of Review:	Level 4 Review, Comprehensive Plan Text Amendment
Case Number and Name:	LDCPAL-2025-9 ECX Comprehensive Plan Text Amendment and LDCT-2025-20 ECX Land Development Code Text Amendment
Request:	Applicant-initiated request for a Large-Scale Comprehensive Plan text amendment to Policy 2.131-RA4. F. 3. (h) and Land Development Code Section 401.04.D.6(g) to amend the personal services and commercial limitation to exceed 30 percent of the Employment Center (ECX) when approved as a Conditional Use in the US 98 SAP.
Location:	All ECX in the US 98 Selected Area Plan
Property Owner:	N/A
Parcel Size:	N/A
Development Area:	Transit Supportive Development Area (TSDA), Urban Growth Area (UGA), Suburban Development Area (SDA), and Rural Development Area (RDA)
Future Land Use:	N/A
Nearest Municipality	Lakeland, Bartow
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (6-1)
Florida Commerce	ORC Amendment # 25-09ESR – No comments
Case Planner:	Johnathan (JP) Sims, Planner II

The Comprehensive Plan policy change is to Section 2.131-RA4.F.3(h) US 98 Selected Area Plan:

1) Section 2.131 RA4.F.3(h): Development Criteria - Development within a ECX shall conform to the following criteria:
   (h) Commercial and personal services are limited to 30 percent of the ECX district. <u>The 30 percent limit may be exceeded with the approval of a Conditional Use as required per the Land Development Code.</u> The maximum floor area ratio for commercial uses shall be 0.60 but higher FARs may be allowed for a total of 75 percent with bonus points.

The Land Development Code policy change is to Section 401.04.D.6(g) US 98 Selected Area Plan:

1) Section 401.04.D.6(g): Development Criteria – Development within the ECX shall conform to the following criteria:

(g) Retail and personal services are limited to 30 percent of the ECX district. The 30 percent limitation may be exceeded with the approval of a Level 3 Conditional Use. The maximum FAR for retail uses shall be 0.60. Higher FARs, up to 0.75 may be allowed with bonus points and a Planned Development

Summary of Analysis

This is an applicant-initiated amendment to the text of the Comprehensive Plan and Land Development Code for Employment Center X (ECX) in the US 98 Selected Area Plan. The first request is for Comprehensive Plan policies in Section 2.131-RA4 of the US 98 Selected Area Plan related to the Employment Center (ECX) Future Land Use. The second request (LDCT-2025-20 US 98 SAP ECX LDC Text Amendment), is to amend LDC Chapter 4 Section 401.04.D US 98 Selected Area Plan. The Comprehensive Plan limits personal services and commercial uses to 30 percent of the ECX district. The Land Development Code limits personal services and commercial uses to 30 percent of the ECX district. This request and the related request (LDCT-2025-20) are intended to create consistency between the Comprehensive Plan and the Land Development Code on the limitation of personal services and commercial within the ECX district and allow more flexibility. An increase in the retail and commercial limit to exceed 30 percent when approved through a Conditional Use would create consistency along the US 98 SAP and with other SAPs that have had similar amendments like in the North Ridge SAP.

Background – The US 98 Selected Area plan was adopted on November 30th, 2004 by Ordinance 2004-074. This SAP's was adopted to provide guidance and order to the growth that was happening and anticipated in the future along the Highland City corridor. This SAP has experienced significant residential and commercial development, and continuing to experience continued growth demand. The Employment Center-X (ECX) district is an Activity Center designated only within an SAP that provide employment to the surrounding residential development and other professional facilities and support to businesses, while allowing for residential as well as retail and commercial components as allowed by the SAP's Land Use Table within the Land Development Code. The SAP was designed to promote a variety of uses that could facilitate many different needs within the area.

Need for amendment – The need for the amendment is to allow for more commercial uses in ECX. It will create consistency between the Comprehensive Plan and the Land Development Code on the ability to exceed the limitation of personal services, retail, and commercial within the ECX district as needed. The request to exceed the limit on personal services, retail and commercial beyond 30 percent with a Conditional Use will allow for the Employment Center-X (ECX) to build out as based on market trends, as a means to support the college, vocational school, and surrounding residential as the area populatio0n grows. This will not change what uses are allowed within the ECX, only the ability to exceed the 30 percent cap currently in place.

Relevant Sections, Policies, and/or Regulations to Consider:
Policy 2.102-A1: Development Location
Policy 2.102-A2: Compatibility
Section 2.131-RA4 US 98 Selected Area Plan
LDC Chapter 4 Section 401.04.D US 98 Selected Area Plan

Findings of Fact

Request and Legal Status

- Applicant-initiated request for a Large-Scale Comprehensive Plan text amendment to Policy 2.131-RA4.F.3.(h) to amend the personal services, retail, and commercial limitation to exceed 30 percent of the Employment Center-X (ECX) district so long as it is approved with a Conditional Use.

- The Employment Center-X (ECX) districts within the US 98 Selected Area Plan (SAP) total six (6) separate areas and range in size from 0.59± acres to 109.02± acres.

- Section 2.131-R of the Comprehensive Plan and Section 401.04 of the Land Development Code both mention and address the Employment Center-X (ECX) in the US 98 SAP.

- Table 4.12 in the Land Development Code is a use table for the US 98 SAP.

- The Employment Center-X (ECX) in the North Ridge SAP has a 30 percent retail cap with a larger percentage permitted through a Conditional Use, so this use would be similar.

Compatibility and Infrastructure

- The Employment Center-X (ECX) districts in the US 98 SAP are all located within the Transit Supportive Development Area (TSDA) and would require connection to water and sewer.

- This request is related to LDCT-2025-20 which is a Land Development Code Text Amendment to Section 401.04.D to amend requirements that retail and personal services are limited to 30 percent of the ECX district. This policy change will allow development to exceed the 30 percent cap if it is approved with Conditional Use.

Comprehensive Plan Policies and Land Development Code Regulations

- POLICY 2.102-A1 Development Location states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.

- POLICY 2.102-A2 Compatibility states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling

of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- SECTION 2.131-RA4 US 98 Selected Area Plan:
  - F. Employment Center (ECX)
    - 3. Development Criteria
      - (h) Commercial and personal services are limited to 30 percent of the ECX district. The maximum floor area ratio for commercial uses shall be 0.60 but higher FARs may be allowed for a total of 75 percent with bonus points

- LDC SECTION 401.04 US 98 Selected Area Plan:
  - D. Modified Uses
    - 6. Employment Center (ECX)
      - g. Retail and personal services are limited to 30 percent of the ECX district. The maximum FAR for retail uses shall be 0.60. Higher FARs, up to 0.75 may be allowed with bonus points and a Planned Development

Recommendation

Development Review Committee Recommendation: Based on the information provided and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions the request **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCPAL-2025-9.**

Planning Commission Recommendation: On November 5, 2025, at an advertised public hearing, the Planning Commission recommend 0:0, to **APPROVE or DENY LDCPAL-2025-9.**

Department of Florida Commerce: Based on the Objections, Recommendations and Comments report dated January 9, 2026, the Department of Florida Commerce has no comments.

GENERAL NOTES
NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other parties at a public hearing.

Analysis:

The applicant wishes to exceed the personal services, retail, and commercial limitations within the Employment Center-X (ECX) district within the US 98 SAP if it is approved with a Conditional Use. The Land Development Code and Comprehensive Plan limits personal services, retail, and commercial development to 30% of the ECX district. The ECX districts within the North Ridge SAP limits Retail and commercial development to 30% of the district with an allowance for a higher percentage with a Conditional Use. The applicant requested a Text Amendments to both the Comprehensive Plan and the Land Development Code (LDCT-2025-20).

Policy issue - The ECX district permits retail and commercial uses. However, Policy 2.131-RA4. F.3(h) has a limitation of 30 percent of the land within each ECX district. Within the Land Development Code, Chapter 4 Section 401.04.D.6(g). specifies a limitation of 30 percent of retail and commercial. The companion text amendment (LDCT-2025-20) also is reference to this issue.

Allowing more than 30% of the ECX district to consist of commercial, retail, and/or personal services aligns with the policies and objectives of the ECX district. The overarching goal of the ECX district is to "accommodate the employment and functional needs of the college and vocational school campuses and the residents living within the area between the Cities of Bartow and Lakeland

The request would make it so that personal services, retail, and commercial uses could exceed the 30 percent cap stated in both the Comprehensive Plan and Land Development Code, so long as it is done with an approved Conditional Use.

It is noted that neither this Text Amendment, nor the related LDCT-2025-20 Land Development Code Text Amendment alters any other development standard within the code.

Infrastructure Impacts - This does remove some barriers to development that can lead to more growth. However, the ECX has vested development rights and the increase for a portion of the possible uses within the district is considered minimal. These changes will encourage development in an area already planned for such. Any infrastructure impacts will be implemented and required per the concurrency standards listed in Chapter 7 of the LDC.

Comparisons to other Jurisdictions:

Special policies and development code regulations are common in other jurisdictions throughout Florida; however the US 98 SAP is unique to Polk County. The North Ridge SAP within Polk County has a similar allowance with ECX where the 30 percent cap can be exceeded for commercial uses if approved with a Conditional Use.

Limits of the Proposed Ordinances

The scope of the amendment will impact new development within Employment Center-X (ECX) Future Land Use Districts within the US 98 Selected Area Plan (SAP). The policy and related Land Development Code changes (LDCT-2025-20) are meant to allow for a concistancy of development standards with the Empoyment Center-X (ECX) within the US 98 SAP.

Consistency with the Comprehensive Plan

Consistency with the Comprehensive Plan and Land Development Code
Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent or inconsistent** with the Comprehensive Plan is listed below:

Table 8 Consistency with the Comprehensive Plan

Policy	Consistency
Policy 2.102-A1: **Development Location** – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.	The proposed text amendments are a small change to allow for an increase within one of several FLU districts within the US 98 SAP. It may result in some increased development; however, the ECX districts are located where growth is planned to be. The request is consistent with this policy and with the existing development allowances elsewhere in Polk County.
Policy 2.102-A2: Compatibility - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	The proposed policy text changes along with the other requirements in the Land Development Code such as Section 220 ensure compatibility with the new uses.

Policy	Consistency
SECTION 2.131-RA4 US 98 Selected Area Plan, F. Employment Center (ECX), 3. Development Criteria, (h) Commercial and personal services are limited to 30 percent of the ECX district. The maximum floor area ratio for commercial uses shall be 0.60 but higher FARs may be allowed for a total of 75 percent with bonus points.	The proposed policy change will allow personal services, retail, and commercial uses to exceed the 30 percent cap currently in place within the US 98 SAP, so long as it is approved as part of a Conditional Use.

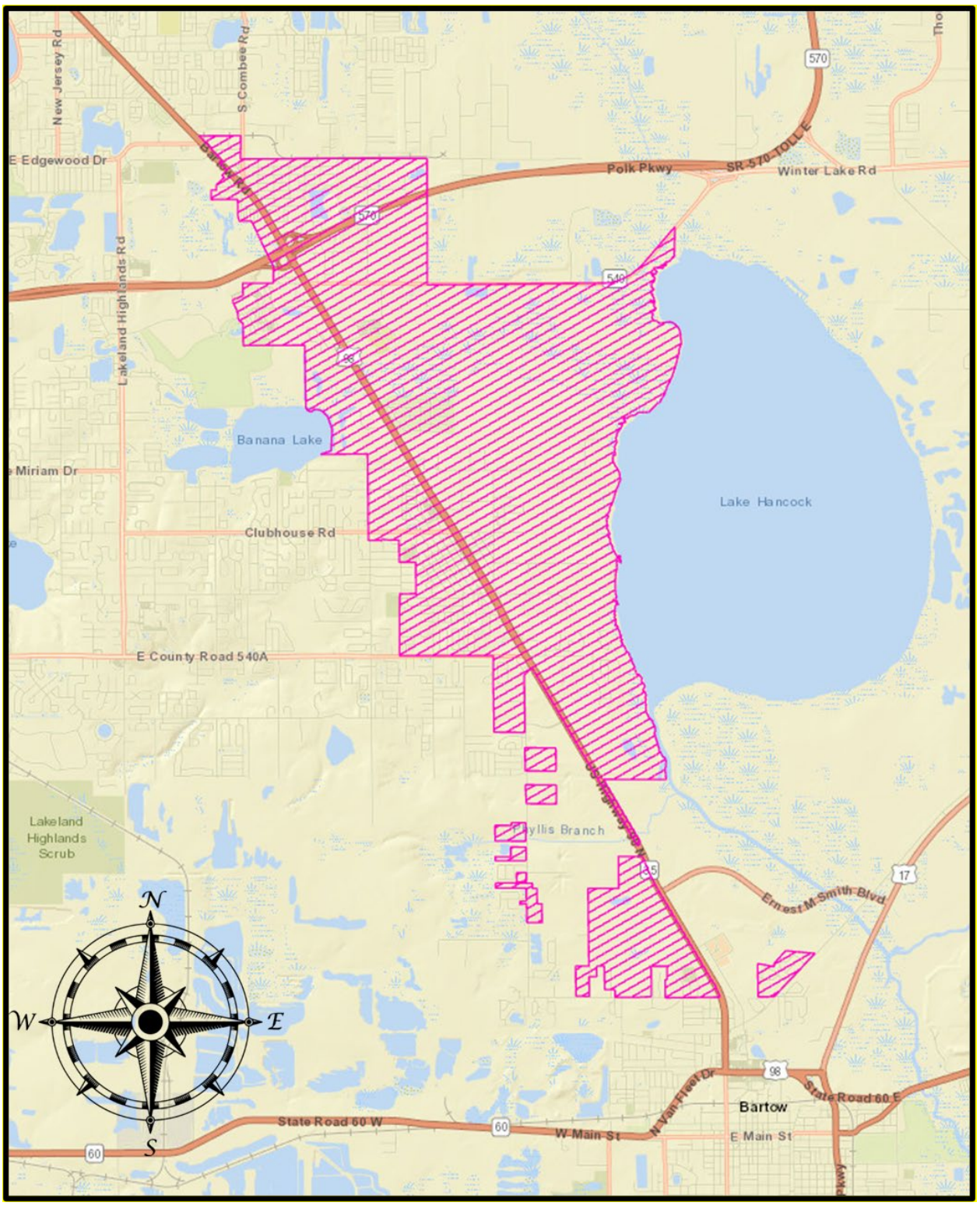
Comments from Other Agencies: None

Exhibits:

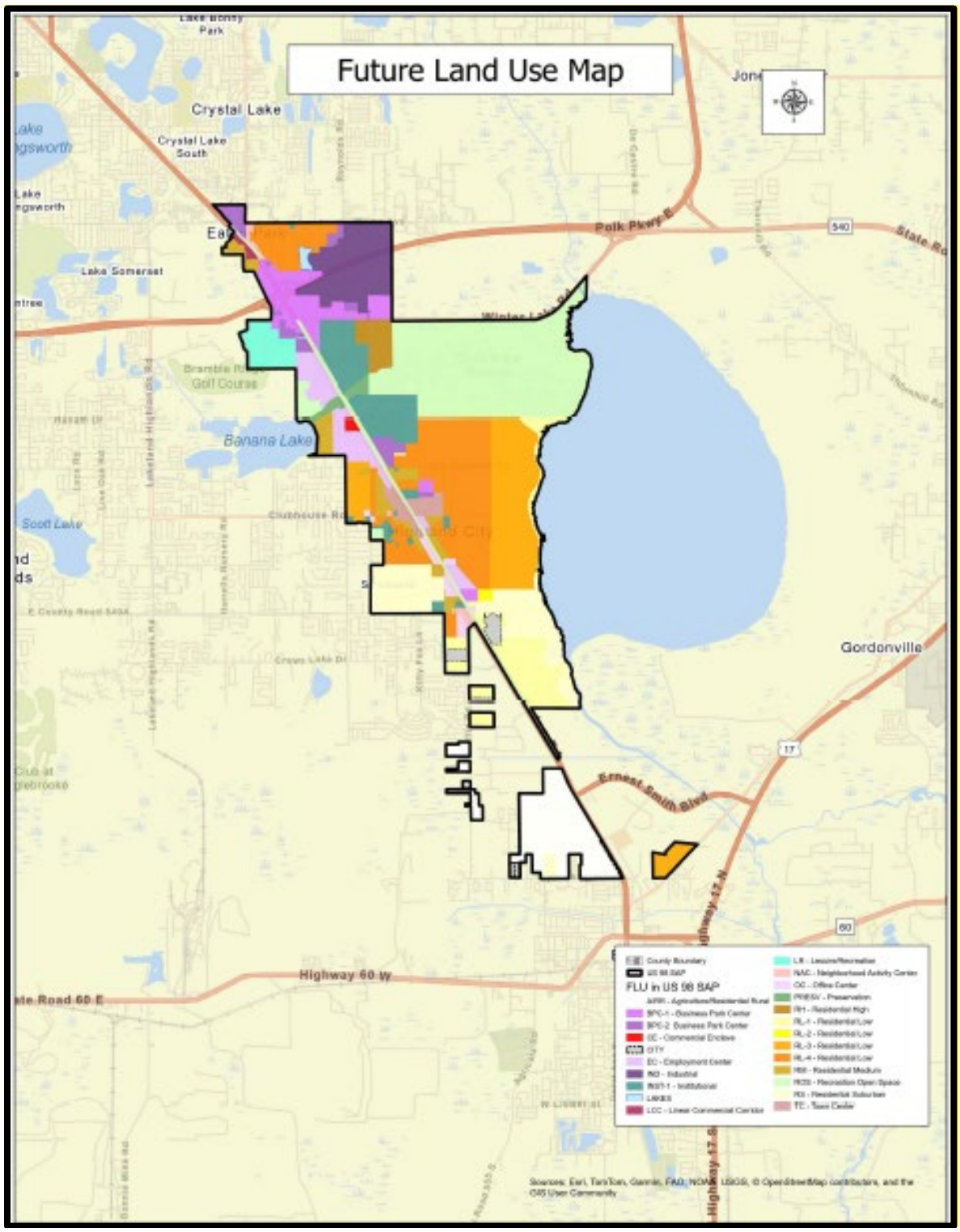
Exhibit 1 Location Map
Exhibit 2 Current Future Land Use Map Within the US 98 SAP
Exhibit 3 ECX Uses Locations within the US 98 SAP

Under separate attachment

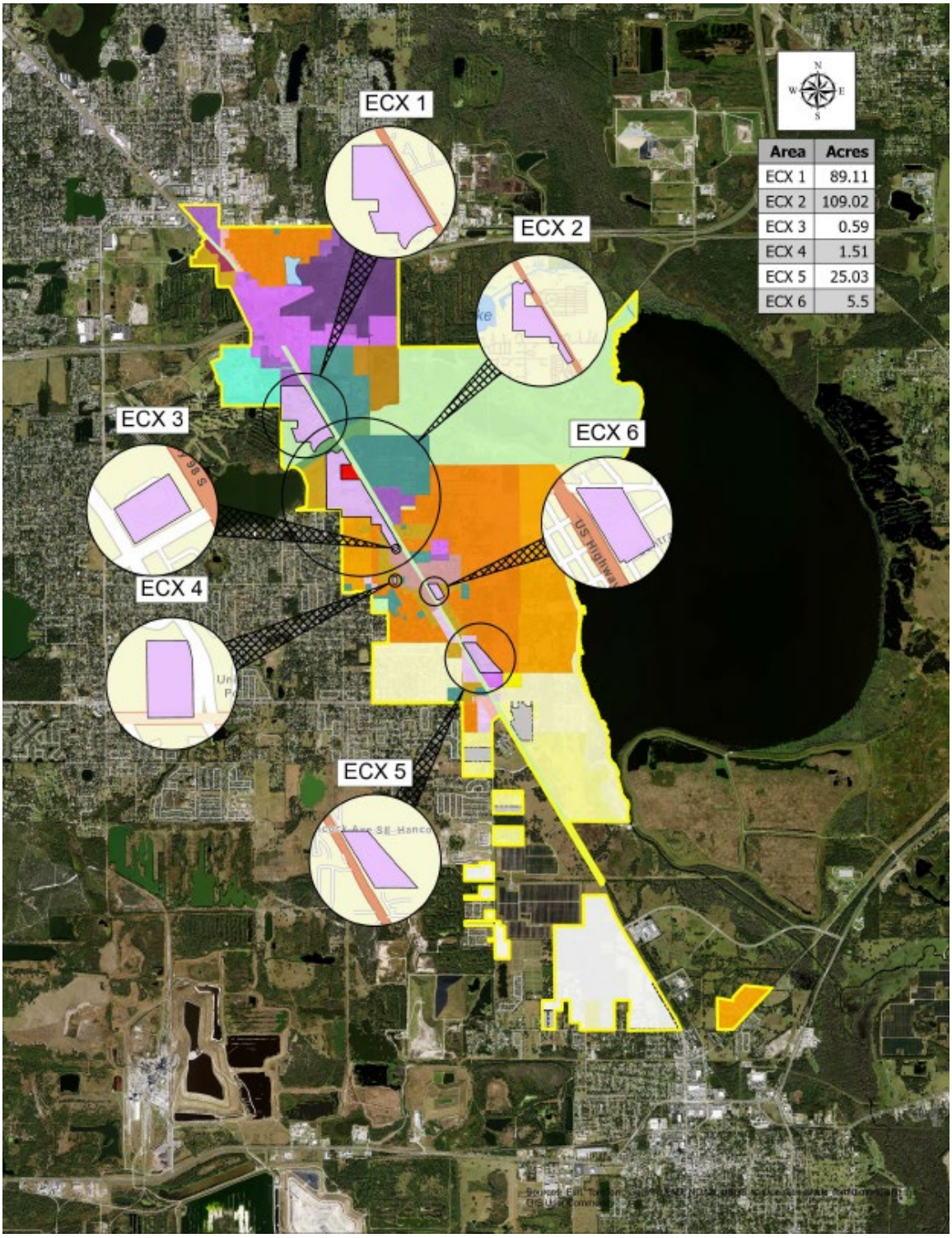
- Draft Ordinances with proposed text
- Application information



LOCATION MAP



CURRENT FUTURE LAND USE MAP
US 98 SAP



ECX LOCATIONS WITHIN US 98 SAP

Ordinance No. 25 -____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE ADOPTION OF AMENDMENT **LDCPAL-2025-9;** AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN; ORDINANCE 92-36, AS AMENDED TO CHANGE POLICY 2.131-RA4.F.3.(H) TO AMEND THE PERSONAL SERVICES, RETAIL, AND COMMERCIAL LIMITATION TO EXCEED 30 PERCENT OF THE ECX DISTRICT WITH ALLOWANCES FOR HIGHER PERCENTAGE WITH A CONDITIONAL USE. PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Comprehensive Plan (Plan); and

WHEREAS, Section 163.3184, FS, and Comprehensive Plan Section 4.305.B, provides for the approval of Large-Scale Comprehensive Plan Amendments; and

WHEREAS, Application LDCPAL 2025-9 is an applicant-initiated application to amend Policy 2.131.RA4.F.3(h) of the Comprehensive Plan; (the "Amendment"); and

WHEREAS, pursuant to Section 163.3174, FS, the Local Planning Authority (Planning Commission) conducted a public hearing, with due public notice having been provided, Amendment on November 5, 2025; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners on December 2, 2025, held an initial public hearing and authorized transmittal of the Amendment to the Department of Economic Opportunity (DEO) for written comment, and

WHEREAS, Florida Commerce, by letter dated January 9, 2026 transmitted objections, recommendations, and comments on the Amendment; and

WHEREAS, pursuant to Section 163.3184, FS, the Board of County Commissioners conducted an adoption public hearing, with due public notice having been provided, on the Amendment on January 20, 2026; and

WHEREAS, the Board of County Commissioners, reviewed and considered all comments received during said public hearing, and provided for necessary revisions; if any; and

WHEREAS, the Board of County Commissioners has considered the data and analysis contained within the staff report; and

WHEREAS, the Amendment is consistent with Chapter 163, FS, and the Polk County Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED by the Polk County Board of County Commissioners:

SECTION 1: LEGISLATIVE FINDINGS OF FACT

The findings of fact set forth in the recitals to this Ordinance are true and correct and hereby adopted.

SECTION 2: COMPREHENSIVE PLAN AMENDMENT

The text of the Comprehensive Plan Ordinance No. 92-36, as amended, (the "Polk County Comprehensive Plan") is hereby amended to reflect changes depicted Attachment "A".

SECTION 3: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Department of Florida Commerce posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent

determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

SECTION 5: FILING WITH THE DEPARTMENT OF STATE:

The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 20th day of January 2026.

NOTE: The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

F. EMPLOYMENT CENTER (ECX) - The Employment Center is an Activity Center designed to allow light assembly, office and research parks, low impact commercial, and other business uses to serve southeastern Lakeland and northwestern Bartow populations, as well as the educational campuses of the University of South Florida, Polk Community College, and Travis Vocational Technical Center.

1.DESIGNATION AND MAPPING - The Employment Center is designated on the Future Land Use Map Series as "Employment Center X" (ECX).

2. GENERAL CHARACTERISTICS - The ECX in this SAP is intended to accommodate the employment and functional needs of the college and vocational school campuses and the residents living within the area between the cities of Bartow and Lakeland along the US Highway 98 corridor. The ECX will generally contain uses that will generate employment as well as support facilities for the users and employees of the area. General (approximate) characteristics of the Employment Center Xs are:

(a) Gross Leasable Area (GLA): 100,000—500,000 square feet, on average,

(b) Minimum Population Support: 20,000,

(c) Market Area Radius: 3+ miles,

(d) Typical Tenants: Services to the universities and colleges, bookstores, offices, light assembly, warehousing, distribution centers, research firms, development firms, medical clinics, convenience stores, restaurants, professional offices, financial institutions, recreational uses, communication facilities, High-Density Residential, hotel/motel, and uses that support or directly relate to the college campuses and the development of a research park, including personal services.

3. DEVELOPMENT CRITERIA - Development within an ECX shall conform to the following criteria:

(a) Access to parcels shall be by an internal road system, frontage roads, cross-access easements, shared ingress/egress access easements, or some combination of these. New individual driveways accessing US Highway 98 will be permitted in compliance with FDOT requirements for this facility (US Highway 98 CAMP).

(b) Different uses shall incorporate the use of shared ingress/egress facilities consistent with this SAP.

(c) Parking shall be provided to meet the needs of the uses in an efficient manner that best suits the community collectively through optional methods such as shared parking and permeable surface parking design.

(d) Interior traffic-circulation patterns shall facilitate the safe movement of vehicular, bicycle, and pedestrian traffic.

(e) Buffering that meets the County development standards as set forth in the Land Development Code shall be provided where effects of lighting, noise, odors, and other such factors would adversely impact adjacent land uses.

(f) Light industrial uses which include at least 50% office space, assemble products, and conduct research and development, but do not manufacture any products shall be permitted without a Local Planning Agency review.

(g) The maximum FAR shall be 0.70. Higher FARs will be allowed through bonus points per the Land Development Code for a total of 1.5.

(h) Commercial and personal services are limited to 30 percent of the ECX district. The 30 percent limit may be exceeded with the approval of a Conditional Use Level 4 Review as required per the Land Development Code. The maximum floor area ratio for commercial uses shall be 0.60 but higher FARs may be allowed for a total of 75 percent with bonus points.

Request, Justification, and Demonstration of Need

Request

1. *Comprehensive Plan Text Amendment*

On behalf of ECP Partners, LLC (the "Applicant"), Peterson & Myers, P.A. ("P&M") is transmitting an application submittal for a Comprehensive Plan Text Amendment to Section 2.131-R, Policy 2.131-RA4 for the U.S. 98 SAP in Chapter 4 of the Polk County Comprehensive Plan to allow over 30% the Employment Center-X (ECX) district to be commercial and personal services when approved by a conditional use ("Request 1").

2. *Land Development Code Text Amendment*

On behalf of the Applicant, P&M is also transmitting an application submittal for a Land Development Code Text Amendment to Section 401.04 for the U.S. 98 SAP in Chapter 4 of the Polk County LDC to allow over 30% the ECX district to be retail and personal services when approved through a Level 3 Conditional Use review ("Request 2").

Both Request 1 and Request 2 are collectively referred to throughout this application as the "Proposed Requests."

Justification and Demonstration of Need

The Proposed Requests are consistent with the Polk County Comprehensive Plan and Land Development Code. *See Consistency Analysis*. Allowing more than 30% of the ECX district to consist of commercial, retail, and/or personal services aligns with the policies and objectives of the ECX district. The overarching goal of the ECX district is to "accommodate the employment and functional needs of the college and vocational school campuses and the residents living within the area between the Cities of Bartow and Lakeland . . . ." Polk County Comprehensive Plan, Chapter 4, Section 2.131-R, Policy 2.131-RA4(F)(1).

The Proposed Requests will move towards the objectives set-out in the Comprehensive Plan by allowing for commercial, retail, and personal services to be developed in the ECX district on an as-needed-basis. Moreover, requiring conditional use approval for commercial, retail, and personal services development exceeding the 30% threshold provides Polk County with a mechanism to evaluate the merits and necessity of commercial, retail, and personal services within the ECX district before granting approval. This safeguard ensures that development facilitated by the Proposed Requests is well-planned and controlled.

Impact Assessment

A. **Land and Neighborhood Characteristics**

To assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;

This application does not consider the suitability of a site, but rather the suitability of commercial, retail, and/or personal services within the ECX district of the U.S. 98 SAP when such uses exceed 30% of the district.

2. Provide a site plan showing each type of existing and proposed land use;

A site plan is not available as this is a text amendment to the CPA and LDC.

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

These issues are not germane to text amendments.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped; and

The proposed amendments support the areas, businesses, and residents which already exist. In addition, the broadening of permitted uses will allow for further development in ECX districts.

5. Describe each of the uses proposed in a Planned Development and identify the following:

a. The density and types of residential dwelling units;

b. The type of commercial and industrial uses;

c. The approximate customer service area for commercial uses; and

d. The total area proposed for each type of use, including open space and recreation.

These issues are not germane to text amendments.

B. **Access to Roads and Highways**

To assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

These issues are not germane to text amendments.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

These issues are not germane to text amendments.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

These issues are not germane to text amendments.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

These issues are not germane to text amendments.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

These issues are not germane to text amendments.

C. **Sewage**

To determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;

These issues are not germane to text amendments.

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;

These issues are not germane to text amendments.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

These issues are not germane to text amendments.

4. Identify the service provider; and

These issues are not germane to text amendments.

5. Indicate the current provider's capacity and anticipated date of connection.

These issues are not germane to text amendments.

D. **Water Supply**

To determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. Indicate the proposed source of water supply and, the type of treatment;

These issues are not germane to text amendments.

2. Identify the service provider;

These issues are not germane to text amendments.

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

These issues are not germane to text amendments.

4. Indicate the current provider's capacity and anticipated date of connection.

These issues are not germane to text amendments.

E. **Surface Water Management and Drainage**

To determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. Discuss the impact the proposed development will have on surface water quality;

These issues are not germane to text amendments.

2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;

These issues are not germane to text amendments.

3. Describe the impact of such alterations on the fish and wildlife resources of the site; and

These issues are not germane to text amendments.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

These issues are not germane to text amendments.

F. **Population**

To determine the impact of the proposed developments additional population, the applicant shall:

1. Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;

These issues are not germane to text amendments.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;

These issues are not germane to text amendments.

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

These issues are not germane to text amendments.

4. Describe the proposed service area and the current population thereof.

These issues are not germane to text amendments.

G. **General Information**

To determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

These issues are not germane to text amendments.

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

b. Educational Facilities (preschool/elementary/middle school/high school);

c. Health Care (emergency/hospital);

d. Fire Protection;

e. Police Protection and Security; and

f. Electrical Power Supply.

These issues are not germane to text amendments.

H. **Maps**

Maps shall be used to give the public agencies a clear graphic illustration and visual understanding of the proposed development and the potential positive and negative impacts resulting from the development. Maps shall be of sufficient type, size, and scale to facilitate complete understanding of the elements of the proposed development. Scales shall be clearly indicated on each map and

the dates of preparation and revisions shall be included. The project boundaries shall be overlaid on all maps. The following maps shall accompany all Impact Assessment Statements:

3. Map A: A location map showing the relationship of the development to cities, highways, and natural features;

These issues are not germane to text amendments.

4. Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

These issues are not germane to text amendments.

5. Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

These issues are not germane to text amendments.

6. Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

These issues are not germane to text amendments.

7. Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

These issues are not germane to text amendments.

8. Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

These issues are not germane to text amendments.

9. Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

These issues are not germane to text amendments.

LDCPAL-2025-9 - ECX CPA and LDC Text

Menu Reports Help

Application Name: ECX CPA and LDC Text

File Date: 08/08/2025

Application Type: BOCC-CPA Large

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: See attached.

Application Detail: Detail

Address: 4255 CLUBHOUSE RD, LAKELAND, FL 33812

Parcel No: 242914000000011010

Owner Name: ADM FLORIDA PROPERTIES LLC

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Bart Allen	Peterson & Myer...	Individual	Mailing, 225 E. Lemon ...	Active
Bart Allen		Applicant	Mailing, 225 E. Lemon ...	Active
Bart Allen		Contact	Mailing, 225 E. Lemon ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $5,236.00

Total Fee Invoiced: $5,236.00

Balance: $0.00

Custom Fields: **LD_GEN_PUB**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
CPA Within Selected Area Plan

Variance Type
_

Brownfields Request
N/A

Affordable Housing

Type of Acreage
_

GENERAL INFORMATION

Expedited Review

Number of Lots
1

Will This Project Be Phased

Acreage
3

DRC Meeting
08/30/2025

DRC Meeting Time
_

Rescheduled DRC Meeting
_

Rescheduled DRC Meeting Time
_

Green Swamp
No

Number of Units
_

Case File Number
_

Is this Polk County Utilities

Is this Application a result of a Code Violation
No

One Year Extension
_

FS 119 Status
Non-Exempt

Code Violation Case Number
_

ADVERTISING

Legal Advertising Date
_

BOCC1 Advertising Date
_

BOCC2 Advertising Date
_

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
_

Planning Commission Date
11/05/2025

Land Use Hearing Officer 3
_

1st BOCC Date
12/2/2025

2nd BOCC Date
01/20/2026

LUHO-Level 3
_

HEARING

PC Hearing Results

PC Vote Tally

BOCC 1st Hearing Results

–

BOCC 1st Vote Tally

–

BOCC 2nd Hearing Results

–

BOCC 2nd Vote Tally

–

FINAL LETTER

Denovo Appeal

–

Denovo Results

–

Denovo Tally

–

LD_GEN_PUB_EDL

Opening DigEplan List...

DigEplan Document List

–

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC25-00000-00XVF	DIGITAL PROJECTS LD	–
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
Yes	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

PLAN UPLOAD ACKNOWLEDGEMENT

Upload Plans Acknowledgement

√

SELECTED AREA PLANS

Selected Area Plans
US 98

LAND USE

Selected Area Plan	LU Code
In an SAP	ECX Employment Center

DEVELOPMENT AREA

Development Area

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board	Number of Boards (Number)	Number of Mailers (Number)	Date Mailed	Date Posted	NOR

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	08/25/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	09/11/2025	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	09/02/2025	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	08/29/2025	Kim Turner
Planning Review	Johnathan Sims	Approve	09/04/2025	Johnathan Sims
School Board Review	School District	Not Required	08/25/2025	School District
Review Consolidation	Lyndsay Rathke	Approved for...	09/12/2025	Lyndsay Rathke
Staff Report				
Public Notice				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

December 15, 2025

RESPONSE VIA EMAIL ONLY

Ms. Chanda Bennett, AICP
Comprehensive Planning Administrator
Polk County Land Development Division
Post Office Box 9005, Drawer GM03
Bartow, Florida 33831-9005

RE: LDCPAL-2025-9 ECX Text Amendment

Dear Ms. Bennett:

Thank you for submitting the proposed comprehensive plan amendment for Polk County. This amendment package will be reviewed pursuant to the Expedited State Review process. The reference number for this amendment package is 25-09ESR.

The proposed submission package will be reviewed pursuant to Section 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. You will receive FloridaCommerce's Comment Letter no later than January 11, 2026.

Pursuant to 163.3184(3)(c)1. If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, and to adopt the comprehensive plan the comprehensive plan amendments, the amendments are deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment.

Pursuant to 163.3184(3)(c)2. All comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 30 working days after the final adoption hearing to the state land planning agency and any other agency or local government that provided timely comments under subparagraph (b)2. If the local government fails to transmit the comprehensive plan amendments within 30 working days after the final adoption hearing, the amendments are deemed withdrawn.

If you have any questions, please contact me at (850) 717-8491 or by email at donna.harris@commerce.fl.gov. You may also contact Scott Rogers, Regional Program Administrator, who will be overseeing the review of the amendments, at (850) 717-8510.

Sincerely,



Donna Harris, Senior Plan Processor
Bureau of Community Planning and Growth

DH/

cc: External Agencies

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www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

Land Development Division
Ben Ziskal, AICP, CEcD, Director

December 12, 2025

Scott Rogers, Regional Program Administrator
State Land Planning Agency
Caldwell Building
107 East Madison – MSC 160
Tallahassee, Florida 32399

RE: Polk County Comprehensive Plan Amendment Transmittal (Expedited Review) for LDCPAL 2025-9 ECX Text Amendment

Mr. Rogers:

The enclosed information is transmitted in accordance with the requirements of Chapter 163.3184(3), Florida Statutes (F.S.) and in accordance with the desires of the Polk County Board of County Commissioners, as expressed at the transmittal hearing conducted on November 4, 2025. This package contains the following items:

1. Using Department's electronic amendment submittal portal 'Comprehensive Plan and Amendment Upload" to The State Land Planning Agency.

2. An **Action Matrix** showing the Board of County Commissioners (BoCC) action on the requested amendment.

3. A copy of the **staff report** for the CPA considered by the Board for the adoption amendment. The CPA report includes:

   a. A description of the proposed amendment,
   b. A summary analysis of applicable Plan policies including staff recommendation,
   c. A technical staff report,
   d. Exhibits, and
   e. The ordinances for the adopted Plan Amendments.

4. A copy of the **Legal Notice** of the Public Hearing, which was placed in November 19, 2025, edition of the Lakeland/Winter Haven Sun and the Florida Public Notices website.

5. A copy of the Department of Florida Commerce review letter of proposed Comprehensive Plan Amendment for Polk County will be provided with the adoption

package. Additional copies of this package are being sent, in accordance with Section 163.3184, F.S., to the:

- Central Florida Regional Planning Council (CFRPC),
- Florida Department of Environmental Protection (FDEP),
- Florida Department of Transportation (FDOT),
- South Florida Water Management District (SFWMD),
- Southwest Florida Water Management District (SWFWMD),
- Florida Department of State
- Florida Fish & Wildlife Conservation Commission, and
- Florida Department of Agriculture and Consumer Services

In compliance with 163.3184, F.S., please note the following:

- The Transmittal Public Hearing was held on December 2, 2025, at 9:15 a.m.; and

- Polk County's Plan **is** applicable to the Green Swamp Area of Critical State Concern. The proposed amendment **DOES NOT IMPACT** the Green Swamp Area of Critical State Concern.

- Polk County's Plan and Florida Commerce "Statement and Notice of Intent," once received, will be available for public inspection at the Polk County Land Development Division located at 330 W. Church Street, Bartow, Florida.

- The contact person for the Polk County Comprehensive Plan is:

  Chanda Bennett, Comprehensive Planning Administrator
  Polk County Land Development Division
  330 W. Church Street
  Drawer GM03
  P.O. Box 9005
  Bartow, Florida 33831-9005
  Telephone: (863) 534-6484
  Email: chandabennett@polk-county.net

As always, we will be happy to answer any questions you may have concerning this amendment submittal. Please advise me if you need any further information.

Sincerely,

Chanda E. Bennett

Chanda Bennett, AICP, Comprehensive Planning Administrator
Land Development Division

cc: Central Florida Regional Planning Council (CFRPC)
Southwest Florida Water Management District (SWFWMD)
South Florida Water Management District (SFWMD)
Florida Department of Environmental Protection (FDEP)
Florida Department of Transportation (FDOT)
Florida Department of State
Florida Department of Agriculture and Consumer Services
Florida Fish & Wildlife Conservation Commission
File: LDCPAL 2024-12 Coordinated Review Adoption Packet
File: Digital Case File

January 9, 2026

The Honorable Martha Santiago
Chair, Polk County
Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

Dear Chair Santiago,

FloridaCommerce has reviewed the proposed comprehensive plan amendment for Polk County (Amendment No. 25-09ESR) received on December 12, 2025. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the County is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the County. **If the County receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the County that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

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If you have any questions concerning this review, please contact Matthew Preston, Planning Analyst, by telephone at (850)-717-8490 or by email via Matt.Preston@commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/mp

Enclosure(s): Procedures for Adoption

cc: Chanda Bennett, AICP, Comprehensive Planning Administrator, Polk County
Jennifer Codo-Salisbury, AICP, Executive Director, Central Florida Regional Planning Council

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (***https://fldeo.my.salesforce-sites.com/cp/***) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Agenda Item O.3. 1/20/2026

SUBJECT

Public Hearing (LDCT-2025-20 ECX LDC Text Amendment) (Adoption Hearing) a Land Development Code text amendment to Section 401.04.D.6(g) changing the personal services and commercial limitation to exceed 30 percent of the Employment Center (ECX) when approved as a Conditional Use in the US 98 SAP. This case is related to a companion Comprehensive Plan text amendment LDCPAL-2025-9. (No Fiscal Impact)

DESCRIPTION

The subject property is all ECX districts in the US 98 Selected Area Plan.

State law requires one Planning Commission hearing, which was held on November 5th, 2025, with a recommendation for approval (6:1). The Board considers amendments to the Land Development Code during two public hearings. The first reading was held on December 2, 2025. This is the adoption hearing.

RECOMMENDATION

Adopt

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan (JP) Sims, MPA

Planner II

Land Development Division

(863) 534-7515

johnathansims@polkfl.gov

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	August 30, 2025
Planning Commission Date:	November 5, 2025
BoCC Dates:	December 2, 2025 Transmittal, and January 20, 2026 Adoption
Applicant:	Bart Allen, Peterson and Myers Law Firm
Level of Review:	Level 4 Review, Comprehensive Plan Text Amendment
Case Number and Name:	LDCPAL-2025-9 ECX Comprehensive Plan Text Amendment and LDCT-2025-20 ECX Land Development Code Text Amendment
Request:	Applicant-initiated request for a Large-Scale Comprehensive Plan text amendment to Policy 2.131-RA4. F. 3. (h) and Land Development Code Section 401.04.D.6(g) to amend the personal services and commercial limitation to exceed 30 percent of the Employment Center (ECX) when approved as a Conditional Use in the US 98 SAP.
Location:	All ECX in the US 98 Selected Area Plan
Property Owner:	N/A
Parcel Size:	N/A
Development Area:	Transit Supportive Development Area (TSDA), Urban Growth Area (UGA), Suburban Development Area (SDA), and Rural Development Area (RDA)
Future Land Use:	N/A
Nearest Municipality	Lakeland, Bartow
DRC Recommendation:	Approval
Planning Commission Vote:	Approval (6-1)
Florida Commerce	None
Case Planner:	Johnathan (JP) Sims, Planner II

The Comprehensive Plan policy change is to Section 2.131-RA4.F.3(h) US 98 Selected Area Plan:

1) Section 2.131 RA4.F.3(h): Development Criteria - Development within a ECX shall conform to the following criteria:
   (h) Commercial and personal services are limited to 30 percent of the ECX district. <u>The 30 percent limit may be exceeded with the approval of a Conditional Use as required per the Land Development Code.</u> The maximum floor area ratio for commercial uses shall be 0.60 but higher FARs may be allowed for a total of 75 percent with bonus points.

The Land Development Code policy change is to Section 401.04.D.6(g) US 98 Selected Area Plan:

1) Section 401.04.D.6(g): Development Criteria – Development within the ECX shall conform to the following criteria:
   (g) Retail and personal services are limited to 30 percent of the ECX district. <u>The 30 percent limitation may be exceeded with the approval of a Level 3 Conditional Use.</u> The

maximum FAR for retail uses shall be 0.60. Higher FARs, up to 0.75 may be allowed with bonus points and a Planned Development

Summary of Analysis

This is an applicant-initiated amendment to the text of the Comprehensive Plan and Land Development Code for Employment Center X (ECX) in the US 98 Selected Area Plan. The first request is for Comprehensive Plan policies in Section 2.131-RA4 of the US 98 Selected Area Plan related to the Employment Center (ECX) Future Land Use. The second request (LDCT-2025-20 US 98 SAP ECX LDC Text Amendment), is to amend LDC Chapter 4 Section 401.04.D US 98 Selected Area Plan. The Comprehensive Plan limits personal services and commercial uses to 30 percent of the ECX district. The Land Development Code limits personal services and commercial uses to 30 percent of the ECX district. This request and the related request (LDCT-2025-20) are intended to create consistency between the Comprehensive Plan and the Land Development Code on the limitation of personal services and commercial within the ECX district and allow more flexibility. An increase in the retail and commercial limit to exceed 30 percent when approved through a Conditional Use would create consistency along the US 98 SAP and with other SAPs that have had similar amendments like in the North Ridge SAP.

Background – The US 98 Selected Area plan was adopted on November 30th, 2004 by Ordinance 2004-074. This SAP's was adopted to provide guidance and order to the growth that was happening and anticipated in the future along the Highland City corridor. This SAP has experienced significant residential and commercial development, and continuing to experience continued growth demand. The Employment Center-X (ECX) district is an Activity Center designated only within an SAP that provide employment to the surrounding residential development and other professional facilities and support to businesses, while allowing for residential as well as retail and commercial components as allowed by the SAP's Land Use Table within the Land Development Code. The SAP was designed to promote a variety of uses that could facilitate many different needs within the area.

Need for amendment – The need for the amendment is to allow for more commercial uses in ECX. It will create consistency between the Comprehensive Plan and the Land Development Code on the ability to exceed the limitation of personal services, retail, and commercial within the ECX district as needed. The request to exceed the limit on personal services, retail and commercial beyond 30 percent with a Conditional Use will allow for the Employment Center-X (ECX) to build out as based on market trends, as a means to support the college, vocational school, and surrounding residential as the area populatio0n grows. This will not change what uses are allowed within the ECX, only the ability to exceed the 30 percent cap currently in place.

Relevant Sections, Policies, and/or Regulations to Consider:
Policy 2.102-A1: Development Location
Policy 2.102-A2: Compatibility
Section 2.131-RA4 US 98 Selected Area Plan
LDC Chapter 4 Section 401.04.D US 98 Selected Area Plan

Findings of Fact

Request and Legal Status

- Applicant-initiated request for a Large-Scale Comprehensive Plan text amendment to Policy 2.131-RA4.F.3.(h) to amend the personal services, retail, and commercial limitation to exceed 30 percent of the Employment Center-X (ECX) district so long as it is approved with a Conditional Use.

- The Employment Center-X (ECX) districts within the US 98 Selected Area Plan (SAP) total six (6) separate areas and range in size from 0.59± acres to 109.02± acres.

- Section 2.131-R of the Comprehensive Plan and Section 401.04 of the Land Development Code both mention and address the Employment Center-X (ECX) in the US 98 SAP.

- Table 4.12 in the Land Development Code is a use table for the US 98 SAP.

- The Employment Center-X (ECX) in the North Ridge SAP has a 30 percent retail cap with a larger percentage permitted through a Conditional Use, so this use would be similar.

Compatibility and Infrastructure

- The Employment Center-X (ECX) districts in the US 98 SAP are all located within the Transit Supportive Development Area (TSDA) and would require connection to water and sewer.

- This request is related to LDCT-2025-20 which is a Land Development Code Text Amendment to Section 401.04.D to amend requirements that retail and personal services are limited to 30 percent of the ECX district. This policy change will allow development to exceed the 30 percent cap if it is approved with Conditional Use.

Comprehensive Plan Policies and Land Development Code Regulations

- POLICY 2.102-A1 Development Location states that Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.

- POLICY 2.102-A2 Compatibility states that land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling

of different land use activities through the use of innovative development techniques such as a Planned Unit Development.

- SECTION 2.131-RA4 US 98 Selected Area Plan:
  - F. Employment Center (ECX)
    - 3. Development Criteria
      - (h) Commercial and personal services are limited to 30 percent of the ECX district. The maximum floor area ratio for commercial uses shall be 0.60 but higher FARs may be allowed for a total of 75 percent with bonus points

- LDC SECTION 401.04 US 98 Selected Area Plan:
  - D. Modified Uses
    - 6. Employment Center (ECX)
      - g. Retail and personal services are limited to 30 percent of the ECX district. The maximum FAR for retail uses shall be 0.60. Higher FARs, up to 0.75 may be allowed with bonus points and a Planned Development

Recommendation

Development Review Committee Recommendation: Based on the information provided and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions the request **IS CONSISTENT** with the Polk County Comprehensive Plan and Land Development Code. Therefore, the Development Review Committee (DRC) recommends **APPROVAL of LDCT-2025-20.**

Planning Commission Recommendation: On November 5, 2025, at an advertised public hearing, the Planning Commission recommend 6:1, to **APPROVE LDCT-2025-20.**

Department of Economic Opportunity: Subject to Transmittal

GENERAL NOTES
NOTE: This staff report was prepared without the benefit of testimony and evidence submitted by the public and other parties at a public hearing.

Analysis:

The applicant wishes to exceed the personal services, retail, and commercial limitations within the Employment Center-X (ECX) district within the US 98 SAP if it is approved with a Conditional Use. The Land Development Code and Comprehensive Plan limits personal services, retail, and commercial development to 30% of the ECX district. The ECX districts within the North Ridge SAP limits Retail and commercial development to 30% of the district with an allowance for a higher percentage with a Conditional Use. The applicant requested a Text Amendments to both the Comprehensive Plan and the Land Development Code (LDCT-2025-20).

Policy issue - The ECX district permits retail and commercial uses. However, Policy 2.131-RA4. F.3(h) has a limitation of 30 percent of the land within each ECX district. Within the Land Development Code, Chapter 4 Section 401.04.D.6(g). specifies a limitation of 30 percent of retail and commercial. The companion text amendment (LDCT-2025-20) also is reference to this issue.

Allowing more than 30% of the ECX district to consist of commercial, retail, and/or personal services aligns with the policies and objectives of the ECX district. The overarching goal of the ECX district is to "accommodate the employment and functional needs of the college and vocational school campuses and the residents living within the area between the Cities of Bartow and Lakeland

The request would make it so that personal services, retail, and commercial uses could exceed the 30 percent cap stated in both the Comprehensive Plan and Land Development Code, so long as it is done with an approved Conditional Use.

It is noted that neither this Text Amendment, nor the related LDCT-2025-20 Land Development Code Text Amendment alters any other development standard within the code.

Infrastructure Impacts - This does remove some barriers to development that can lead to more growth. However, the ECX has vested development rights and the increase for a portion of the possible uses within the district is considered minimal. These changes will encourage development in an area already planned for such. Any infrastructure impacts will be implemented and required per the concurrency standards listed in Chapter 7 of the LDC.

Comparisons to other Jurisdictions:

Special policies and development code regulations are common in other jurisdictions throughout Florida; however the US 98 SAP is unique to Polk County. The North Ridge SAP within Polk County has a similar allowance with ECX where the 30 percent cap can be exceeded for commercial uses if approved with a Conditional Use.

Limits of the Proposed Ordinances

The scope of the amendment will impact new development within Employment Center-X (ECX) Future Land Use Districts within the US 98 Selected Area Plan (SAP). The policy and related Land Development Code changes (LDCT-2025-20) are meant to allow for a concistancy of development standards with the Empoyment Center-X (ECX) within the US 98 SAP.

Consistency with the Comprehensive Plan

Consistency with the Comprehensive Plan and Land Development Code
Many policies within the Comprehensive Plan are reviewed for consistency with an application. The most relevant policies for the proposed request are included in this section. The policy is first stated and then an analysis of how the request is provided to state that it may or may not be consistent with the Comprehensive Plan. How the request is **consistent or inconsistent** with the Comprehensive Plan is listed below:

Table 8 Consistency with the Comprehensive Plan

Policy	Consistency
Policy 2.102-A1: **Development Location** – Polk County shall promote contiguous and compact growth patterns through the development process to minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where tracts of land are by-passed in favor of development more distant from services and existing communities.	The proposed text amendments are a small change to allow for an increase within one of several FLU districts within the US 98 SAP. It may result in some increased development; however, the ECX districts are located where growth is planned to be. The request is consistent with this policy and with the existing development allowances elsewhere in Polk County.
Policy 2.102-A2: Compatibility - Land shall be developed so that adjacent uses are compatible with each other, pursuant to the requirements of other Policies in this Future Land Use Element, so that one or more of the following provisions are accomplished: a. there have been provisions made which buffer incompatible uses from dissimilar uses; b. incompatible uses are made to be more compatible to each other through limiting the intensity and scale of the more intense use; c. uses are transitioned through a gradual scaling of different land use activities through the use of innovative development techniques such as a Planned Unit Development.	The proposed policy text changes along with the other requirements in the Land Development Code such as Section 220 ensure compatibility with the new uses.

Policy	Consistency
SECTION 2.131-RA4 US 98 Selected Area Plan, F. Employment Center (ECX), 3. Development Criteria, (h) Commercial and personal services are limited to 30 percent of the ECX district. The maximum floor area ratio for commercial uses shall be 0.60 but higher FARs may be allowed for a total of 75 percent with bonus points.	The proposed policy change will allow personal services, retail, and commercial uses to exceed the 30 percent cap currently in place within the US 98 SAP, so long as it is approved as part of a Conditional Use.

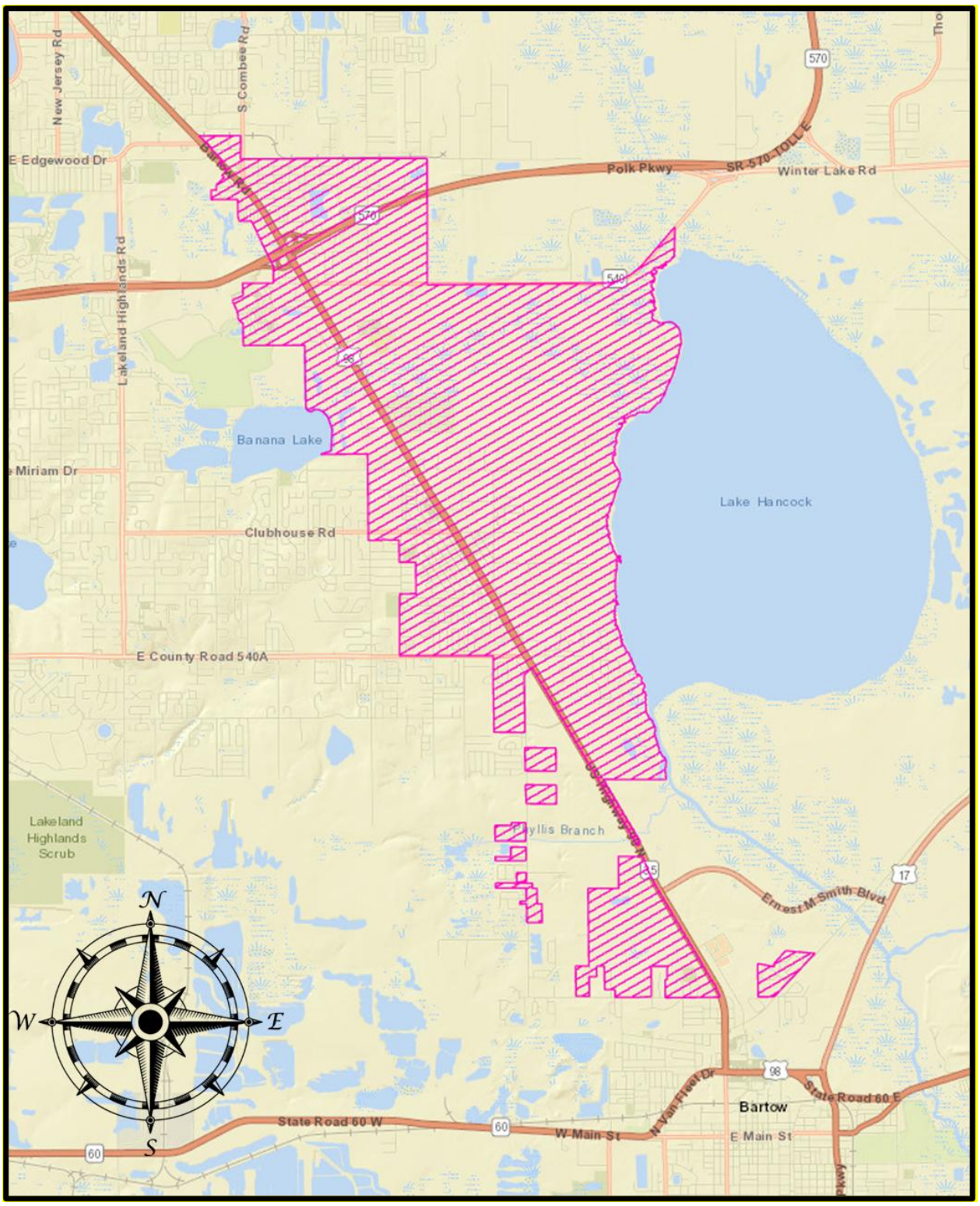
Comments from Other Agencies: None

Exhibits:

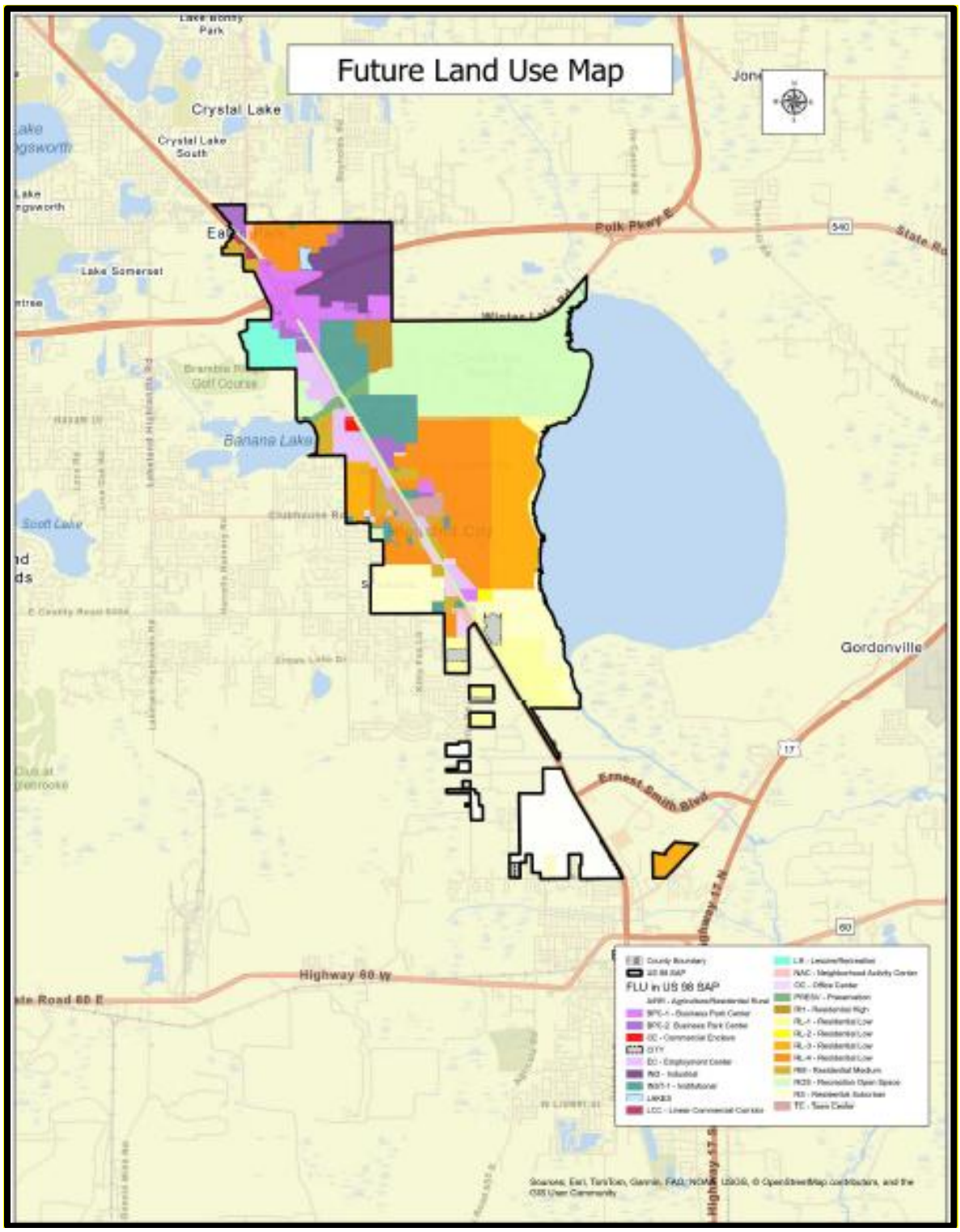
Exhibit 1 Location Map
Exhibit 2 Current Future Land Use Map Within the US 98 SAP
Exhibit 3 ECX Uses Locations within the US 98 SAP

Under separate attachment

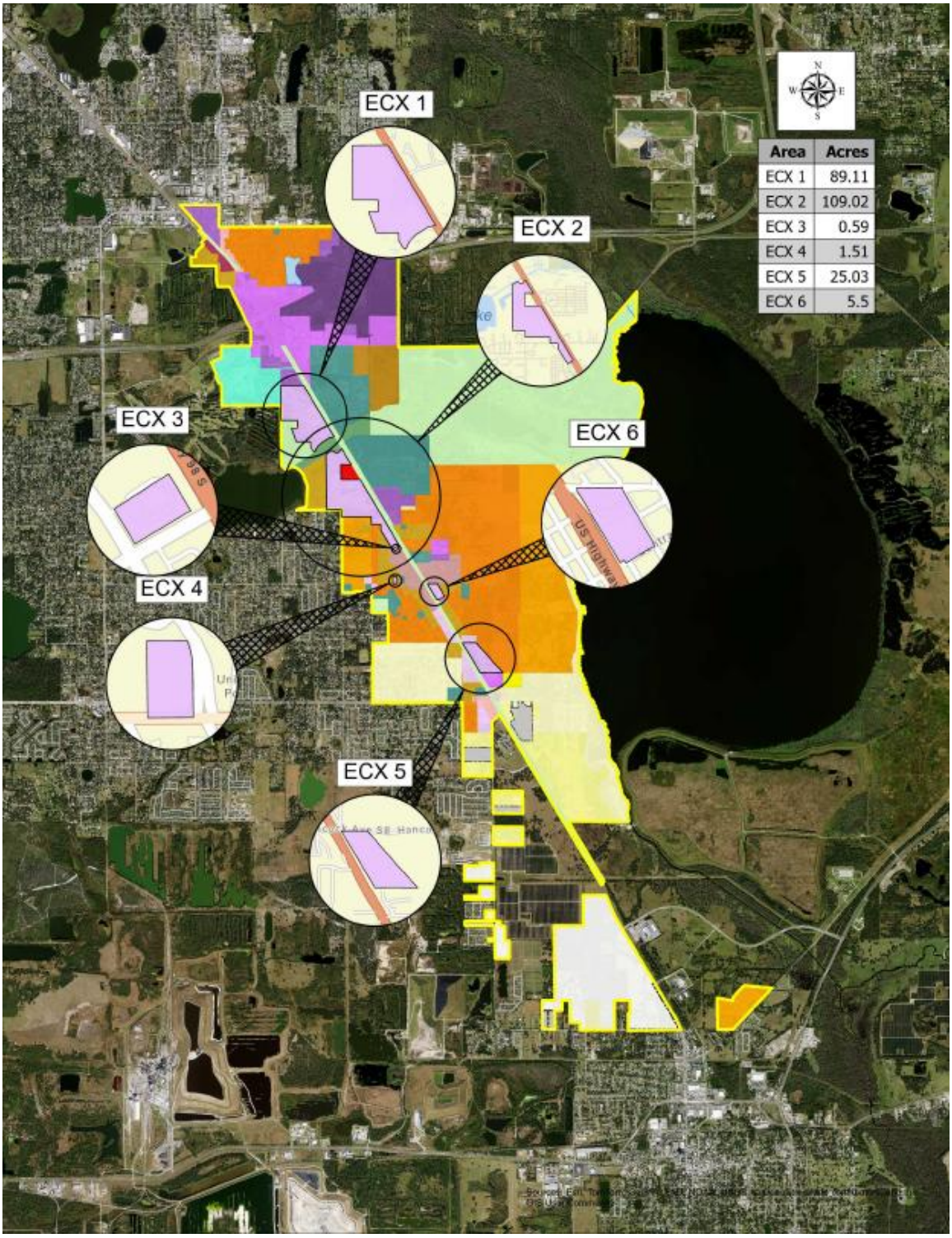
- Draft Ordinances with proposed text
- Application information



LOCATION MAP



CURRENT FUTURE LAND USE MAP
US 98 SAP



ECX LOCATIONS WITHIN US 98 SAP

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-20, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING CHAPTER 4, SECTION 401.04, US HIGHWAY 98 SELECTED AREA PLAN (SAP), TO ALLOW FOR COMMERCIAL AND RETAIL USES TO EXCEED 30 PERCENT OF THE EMPLOYMENT CENTER (ECX) DISTRICT WHEN APPROVED THROUGH A CONDITIONAL USE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section I(g) of the Constitution of the State of Florida and the Community Planning Act, Chapter 163, Part II, Florida Statutes (FS), as amended, (the Act) Polk County is authorized and required to adopt a Land Development Regulations consistent with the Polk County Comprehensive Plan; and

WHEREAS, the Board of County Commissioners adopted said Land Development Regulations on March 1, 2000, titled the Polk County Land Development Code; and

WHEREAS, Chapter 4, Section 401.04 of the Land Development Code lays out the requirements for the US Highway 98 Selected Area Plan (SAP); and

WHEREAS, pursuant to Section 125.67 of the Florida Statutes, every ordinance shall embrace but one subject and matter properly connected therewith; and

WHEREAS, pursuant to Section 163.3164 of the Florida Statutes, the Polk County Planning Commission conducted a public hearing, with due public notice having been provided, on the proposed Land Development Code Amendment on November 5, 2025; and

WHEREAS, the Board of County Commissioners held two public hearings on December 2, 2025 and January 20, 2026, wherein the Board reviewed and considered the Planning Commission's recommendation, the staff report, and all comments received during said public hearings, and provided for necessary revisions; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Polk County, Florida that:

NOTE: The underlined text indicates proposed additions to the current language. The ~~strikeout~~ indicates text to be removed from the current ordinance.

SECTION 1: FINDINGS The Board hereby finds and determines that:

a) The findings set forth in the recitals to this Ordinance are true and correct and hereby adopted.

b) The Planning Commission, acting in its capacity as the Local Planning Agency for the County, held a public hearing on November 5, 2025, to consider the LDC text amendments contained within Application LDCT-2025-20 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-20.

c) The adoption of LDCT-2025-20 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 4, Section 401.04, US Highway 98 Selected Area Plan (SAP), of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Section 401.04 US Highway 98 Selected Area Plan

D. **Modified Land Use Requirements (Revised 2/6/18 - Ord. 18-012; 12/5/17 - Ord. 17-071; 1/22/13 - Ord. 13-002; 12/1/10 - 10-082; 04/23/08 - Ord. 08-011; 10/11/06 - Ord. 06-64)**

6. Employment Center (ECX) B In addition to the other requirements of this Code, all development shall be consistent with the following:

a. On-premises signs shall use the Community Activity Center (CAC) standards of Section 760 (reduced by 15 percent (%) for the SAP) of the L D C;

b. Structure and use setbacks shall meet the Community Activity Center (CAC) requirements of Table 2.2, Density and Dimensional Regulations for Standard Districts of the LDC;

c. Residential development shall be limited to a maximum of 25 percent of the total area of an ECX utilizing High Density Residential density (10 to 15 du/ac) and shall comply with all other requirements of Chapter 3, Conditional Uses, for multifamily developments within activity centers (CACX, RACX, and BPC-1X). Residential units above non-residential uses (vertical mixed- use) are encouraged and do not count towards the 25 percent residential cap. The setbacks for High Density Residential shall conform to the setbacks for the RH Future Land Use district as listed in Table 2.2, Density and Dimensional Regulations for Standard Districts of the LDC;

d. Single-family attached or detached, duplex, and three unit (triplex) residential buildings shall be prohibited in the ECX;

e. Light industrial uses that include at least 50 percent (%) office space, assemble products, and conduct research and development, but do not manufacture any products shall be permitted without a Level 3 Review;

f. The maximum FAR shall be 0.70. Higher FARs will be allowed through bonus points per the Land Development Code for a total of 1.5. The ISR shall be limited to 0.70 in all cases;

g. Retail and personal services are limited to 30 percent of the ECX district. <u>The 30 percent limitation may be exceeded with the approval of a Level 3 Conditional Use.</u> The maximum FAR for retail uses shall be 0.60. Higher FARs, up to 0.75 may be allowed with bonus points and a Planned Development;

h. Warehouse uses as an accessory use (where at least 50 percent (%) of the square footage is office space) shall be permitted without a Level 3 Review;

i. The maximum building height shall be 100 feet. This may be increased through a variance or a Planned Development; and,

j. The building setbacks shall comply with those listed in Table 2.2 for Community Activity Center (CAC). All footnotes to Table 2.2 shall apply.

k. Area of an ECX shall only include property contiguous within that district irrespective of Preservation/Wetland areas and local or collector roads.

SECTION 3: SEVERABILITY

If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction the other provisions shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE

This ordinance shall become effective upon filing with the Department of State.

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA this 20th day of January, 2026.

Request, Justification, and Demonstration of Need

Request

1. *Comprehensive Plan Text Amendment*

On behalf of ECP Partners, LLC (the "Applicant"), Peterson & Myers, P.A. ("P&M") is transmitting an application submittal for a Comprehensive Plan Text Amendment to Section 2.131-R, Policy 2.131-RA4 for the U.S. 98 SAP in Chapter 4 of the Polk County Comprehensive Plan to allow over 30% the Employment Center-X (ECX) district to be commercial and personal services when approved by a conditional use ("Request 1").

2. *Land Development Code Text Amendment*

On behalf of the Applicant, P&M is also transmitting an application submittal for a Land Development Code Text Amendment to Section 401.04 for the U.S. 98 SAP in Chapter 4 of the Polk County LDC to allow over 30% the ECX district to be retail and personal services when approved through a Level 3 Conditional Use review ("Request 2").

Both Request 1 and Request 2 are collectively referred to throughout this application as the "Proposed Requests."

Justification and Demonstration of Need

The Proposed Requests are consistent with the Polk County Comprehensive Plan and Land Development Code. *See Consistency Analysis*. Allowing more than 30% of the ECX district to consist of commercial, retail, and/or personal services aligns with the policies and objectives of the ECX district. The overarching goal of the ECX district is to "accommodate the employment and functional needs of the college and vocational school campuses and the residents living within the area between the Cities of Bartow and Lakeland . . . ." Polk County Comprehensive Plan, Chapter 4, Section 2.131-R, Policy 2.131-RA4(F)(1).

The Proposed Requests will move towards the objectives set-out in the Comprehensive Plan by allowing for commercial, retail, and personal services to be developed in the ECX district on an as-needed-basis. Moreover, requiring conditional use approval for commercial, retail, and personal services development exceeding the 30% threshold provides Polk County with a mechanism to evaluate the merits and necessity of commercial, retail, and personal services within the ECX district before granting approval. This safeguard ensures that development facilitated by the Proposed Requests is well-planned and controlled.

Impact Assessment

A. **Land and Neighborhood Characteristics**

To assess the compatibility of the requested land use district with the adjacent property and to evaluate the suitability of the site for development, the applicant shall:

1. Show how and why is the site suitable for the proposed uses;

This application does not consider the suitability of a site, but rather the suitability of commercial, retail, and/or personal services within the ECX district of the U.S. 98 SAP when such uses exceed 30% of the district.

2. Provide a site plan showing each type of existing and proposed land use;

A site plan is not available as this is a text amendment to the CPA and LDC.

3. Describe any incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses;

These issues are not germane to text amendments.

4. Explain how the requested district may influence future development patterns if the proposed change is located in an area presently undeveloped; and

The proposed amendments support the areas, businesses, and residents which already exist. In addition, the broadening of permitted uses will allow for further development in ECX districts.

5. Describe each of the uses proposed in a Planned Development and identify the following:

a. The density and types of residential dwelling units;

b. The type of commercial and industrial uses;

c. The approximate customer service area for commercial uses; and

d. The total area proposed for each type of use, including open space and recreation.

These issues are not germane to text amendments.

B. **Access to Roads and Highways**

To assess the impact of the proposed development on the existing, planned and programmed road system, the applicant shall:

1. Calculate the number of vehicle trips to be generated daily and at PM peak hour based on the latest ITE or provide a detailed methodology and calculations;

These issues are not germane to text amendments.

2. Indicate what modifications to the present transportation system will be required as a result of the proposed development;

These issues are not germane to text amendments.

3. List the total number of parking spaces and describe the type of parking facilities to be provided in the proposed development;

These issues are not germane to text amendments.

4. Indicate the proposed methods of access to the existing public roads (e.g., direct frontage, intersecting streets, frontage roads); and

These issues are not germane to text amendments.

5. Indicate the modes of transportation, other than the automobile, that have been considered (e.g., pedestrian, bicycle, bus, train or air) and describe the modes.

These issues are not germane to text amendments.

C. **Sewage**

To determine the impact caused by sewage generated from the proposed development, the applicant shall:

1. Calculate the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development;

These issues are not germane to text amendments.

2. Describe the proposed method and level of treatment, and the method of effluent disposal for the proposed sewage treatment facilities if on-site treatment is proposed;

These issues are not germane to text amendments.

3. Indicate the relationship of the proposed sewage system to Polk County's plans and policies for sewage treatment systems;

These issues are not germane to text amendments.

4. Identify the service provider; and

These issues are not germane to text amendments.

5. Indicate the current provider's capacity and anticipated date of connection.

These issues are not germane to text amendments.

D. **Water Supply**

To determine the amount of water to be used, how it will be distributed, and the impact on the surrounding area, the applicant shall:

1. Indicate the proposed source of water supply and, the type of treatment;

These issues are not germane to text amendments.

2. Identify the service provider;

These issues are not germane to text amendments.

3. Calculate the estimated volume of consumption in gallons per day (GPD); and

These issues are not germane to text amendments.

4. Indicate the current provider's capacity and anticipated date of connection.

These issues are not germane to text amendments.

E. **Surface Water Management and Drainage**

To determine the impact of drainage on the groundwater and surface water quality and quantity caused by the proposed development, the applicant shall:

1. Discuss the impact the proposed development will have on surface water quality;

These issues are not germane to text amendments.

2. Describe the alteration to the sites natural drainage features, including wetland, that would be necessary to develop the project;

These issues are not germane to text amendments.

3. Describe the impact of such alterations on the fish and wildlife resources of the site; and

These issues are not germane to text amendments.

4. Describe local aquifer recharge and groundwater conditions and discuss the changes to these water supplies which would result from development of the site.

These issues are not germane to text amendments.

F. **Population**

To determine the impact of the proposed developments additional population, the applicant shall:

1. Calculate the projected resident (and transient) population of the proposed development and the generated population in the case of commercial or industrial uses;

These issues are not germane to text amendments.

2. Describe, for commercial and industrial projects, the employment characteristics including the anticipated number of employees, type of skills or training required for the new jobs, the percentage of employees that will be found locally or are expected to be drawn from outside the county or state, and the number of shifts per day and employees per shift;

These issues are not germane to text amendments.

3. Indicate the expected demographic composition of the additional population (age/socio-economic factors); and

These issues are not germane to text amendments.

4. Describe the proposed service area and the current population thereof.

These issues are not germane to text amendments.

G. **General Information**

To determine if any special needs or problems will be created by the proposed development, the applicant shall:

1. List and discuss special features of the proposed development that promote desirability and contribute to neighborhood needs; and

These issues are not germane to text amendments.

2. Discuss the demand on the provision for the following services:

a. Parks and Recreation;

b. Educational Facilities (preschool/elementary/middle school/high school);

c. Health Care (emergency/hospital);

d. Fire Protection;

e. Police Protection and Security; and

f. Electrical Power Supply.

These issues are not germane to text amendments.

H. **Maps**

Maps shall be used to give the public agencies a clear graphic illustration and visual understanding of the proposed development and the potential positive and negative impacts resulting from the development. Maps shall be of sufficient type, size, and scale to facilitate complete understanding of the elements of the proposed development. Scales shall be clearly indicated on each map and

the dates of preparation and revisions shall be included. The project boundaries shall be overlaid on all maps. The following maps shall accompany all Impact Assessment Statements:

3. Map A: A location map showing the relationship of the development to cities, highways, and natural features;

These issues are not germane to text amendments.

4. Map B: A Topographical Map with contour intervals of no greater than five feet, the identification of the property boundaries, and a delineation of the areas of special flood hazard (100 year flood plain) as shown on the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA) for Polk County;

These issues are not germane to text amendments.

5. Map C: A Land Use and Land Use District Map showing the existing land use designations and districts on and abutting the proposed development, including lot sizes and density;

These issues are not germane to text amendments.

6. Map D: A Soils Map with soils designated according to Natural Resources Conservation Service classifications. If available, USDA Natural Resources Conservation Service (NRCS) soil surveys are preferable;

These issues are not germane to text amendments.

7. Map E: A Traffic Circulation Map identifying any existing roads on or adjacent to the proposed development and indicating the name of the roads, maintenance jurisdiction, and pavement and right-of-way widths.

These issues are not germane to text amendments.

8. Map F: A Site Plan showing land uses, the layout of lots, the type and maximum density for each type of residential area; the typical minimum lot sizes and dimensions for each use and unit type, and the dimensions, locations, and types of buffers, easements, open space areas, parking and loading areas, setbacks, and vehicular circulation routes; and

These issues are not germane to text amendments.

9. Map G: A Drainage Map delineating existing and proposed drainage areas, water retention areas, drainage structures, drainage easements, canals, wetlands, watercourses, and other major drainage features.

These issues are not germane to text amendments.

LDCT-2025-20 - ECX CPA and LDC Text

Menu Reports Help

Application Name: ECX CPA and LDC Text

File Date: 08/08/2025

Application Type: BOCC-LDC Text Change

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: See attached.

Application Detail: Detail

Address: 4255 CLUBHOUSE RD, LAKELAND, FL 33812

Parcel No: 242914000000011010

Owner Name: ADM FLORIDA PROPERTIES LLC

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Bart Allen		Applicant	Mailing, 225 E. Lemon ...	Active
Bart Allen		Contact	Mailing, 225 E. Lemon ...	Active

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Job Value: $0.00

Total Fee Assessed: $6,584.00

Total Fee Invoiced: $5,434.00

Balance: $0.00

Custom Fields: **LD_PUBL_HEAR**

PUBLIC HEARINGS

Development Type
Board of County Commissioners

Application Type
CPA Within Selected Area Plan

Variance Type
_

Brownfields Request
N/A

Affordable Housing

GENERAL INFORMATION

Expedited Review

Number of Lots
1

Will This Project Be Phased

Acreage
3

DRC Meeting
08/30/2025

DRC Meeting Time
_

Rescheduled DRC Meeting
_

Rescheduled DRC Meeting Time
_

Number of Units
_

Green Swamp
No

Is this Polk County Utilities

Case File Number
_

FS 119 Status
Non-Exempt

One Year Extension
_

ADVERTISING

Legal Advertising Date
_

BOCC1 Advertising Date
_

BOCC2 Advertising Date
_

Advertising Board
Board of County Commissioners

MEETING DATES

Community Meeting
_

Planning Commission Date
11/05/2025

BOA Hearing Date
_

1st BOCC Date
12/2/2025

2nd BOCC Date
01/20/2026

HEARING

PC Hearing Results
_

PC Vote Tally
_

BOCC 1st Hearing Results

BOCC 1st Vote Tally

BOCC 2nd Hearing Results

BOCC 2nd Vote Tally

FINAL LETTER

Denovo Appeal

Denovo Results

Denovo Tally

LD_PUBL_HEAR_EDL

Opening DigEplan List...

DigEplan Document List

PLAN REVIEW FIELDS

TMPRecordID	DocumentGroupforDPC	RequiredDocumentTypes
POLKCO-REC25-00000-00XVM	DIGITAL PROJECTS LD	
RequiredDocumentTypesComplete	**AdditionalDocumentTypes**	**Activate DPC**
Yes	Applications,AutoCad File,Binding Site Plans (PDs and CUs),CSV,Calculations,Correspondence,Design Drawings,Flood/Traffic Studies,Impact Statement,Inspections,Miscellaneous,Plats,Record Drawings,Response Letter Resubmittal Complete,Staff Report/Approval Letter,Survey,Title Opinion	Yes
Activate FSA	**DigitalSigCheck**	
Yes	Yes	

NOR

Neighborhood Organization Registry (NOR)

PUBLIC MAILERS

Posting Board **Number of Boards** (Number) **Number of Mailers** (Number) **Date Mailed** **Date Posted** **NOR**

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Application Submittal	Lyndsay Rathke	Application ...	08/25/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Not Required	09/11/2025	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	09/02/2025	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	08/29/2025	Kim Turner
Planning Review	Johnathan Sims	Approve	09/04/2025	Johnathan Sims
School Board Review	School District	Not Required	08/25/2025	School District
Review Consolidation	Lyndsay Rathke	Approved for...	09/12/2025	Lyndsay Rathke
Staff Report				
Public Notice				
Planning Commision				
BOCC Hearing				
Final Letter				
DEO Review				
Second BOCC Hearing				
Archive				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

Polk County

Board of County Commissioners

Agenda Item R.1. 1/20/2026

SUBJECT

Affidavits of Publication of Unclaimed Funds received from the Tax Collector and Clerk of the Circuit Court.

DESCRIPTION

Affidavits of Publication of Unclaimed Funds received from the Tax Collector and Clerk of the Circuit Court that were accepted by the Board on October 21, 2025.

RECOMMENDATION

Accept Affidavits.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Erin Valle
Polk Cty - Brd Of Cty Comm
PO BOX 9005 DRAWER AT01
BARTOW FL 33831

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

LKL The Ledger - News Chief 12/12/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/12/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$1209.92	
Tax Amount:	$0.00	
Payment Cost:	$1209.92	
Order No:	11903831	# of Copies:
Customer No:	534237	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF UNCLAIMED FUNDS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Polk County, Florida, has received unclaimed funds from Joe G. Tedder, Tax Collector as follows:

OWNER OF FUNDS	DATE ISSUED	AMOUNT	CHARACTER OF FUNDS
Randy J. Toal	10/16/2023	$200.00	Unclaimed Funds
Horizon Vacation Homes	10/16/2023	$115.50	Unclaimed Funds
Acuren Inspection Inc	12/04/2023	$202.33	Unclaimed Funds
John Richard Saville	12/04/2023	$202.57	Unclaimed Funds
PHH Mortgage Services	12/15/2023	$10,394.52	Unclaimed Funds
PHH Mortgage Services	12/21/2023	$100.95	Unclaimed Funds
Phi Kim Nguyen	12/22/2023	$131.52	Unclaimed Funds
Alexandra A. Aznarez	1/05/2024	$114.90	Unclaimed Funds
808 Sears Ave Trust	1/09/2024	$191.00	Unclaimed Funds
Irma Mercado	1/29/2024	$199.19	Unclaimed Funds
Rhonda Ramsey	1/29/2024	$875.01	Unclaimed Funds
Zasquia Villegas	2/06/2024	$238.02	Unclaimed Funds
Fabio Burgos	2/16/2024	$326.40	Unclaimed Funds
Jose Delgado Medina	4/12/2024	$364.15	Unclaimed Funds
Austin Von Hagelstein	4/17/2024	$167.11	Unclaimed Funds
De Camargo Junior Roberto	4/30/2024	$159.00	Unclaimed Funds
Luz D. Roman	5/07/2024	$109.08	Unclaimed Funds
Tami's Real Estate Company LLC	5/31/2024	$139.82	Unclaimed Funds
Javier Hernandez	5/31/2024	$256.06	Unclaimed Funds
Paypool LLC	6/12/2024	$138.45	Unclaimed Funds
Ramos Jesus Vidal	6/12/2024	$108.63	Unclaimed Funds
Shuja Shahbaz	6/12/2024	$1,059.66	Unclaimed Funds
PHH Mortgage Services	7/02/2024	$249.51	Unclaimed Funds
Farm Credit Leasing Services Corp	7/24/2024	$179.29	Unclaimed Funds
Vacasa LLC	8/09/2024	$101.08	Unclaimed Funds
Christopher Newton	9/18/2024	$393.85	Unclaimed Funds
Thoren Miller	9/20/2024	$1,966.88	Unclaimed Funds
Crest	9/20/2024	$196.65	Unclaimed Funds
4K Coin LLC	9/20/2024	$468.05	Unclaimed Funds

All persons having or claiming interest in said funds or any portion thereof shall file their written claims thereto with the Board of County Commissioners of Polk County, Florida, at its office in Bartow, Florida, within 90 days from the date of publication of this notice; otherwise, such unclaimed funds shall be forfeited to Polk County, Florida, and shall be paid into the General Fund Account of said County.

BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY, FLORIDA
By: Martha Santiago, Ed. D., Chair

Please publish one (1) time in the Ledger on Friday, December 12, 2025.

LL-4305921

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Erin Valle
Polk Cty - Brd Of Cty Comm
PO BOX 9005 DRAWER AT01
BARTOW FL 33831

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

LKL The Ledger - News Chief 12/12/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/12/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$476.54	
Tax Amount:	$0.00	
Payment Cost:	$476.54	
Order No:	11903802	# of Copies:
Customer No:	534237	1
PO #:	Unclaimed Funds Clerk	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF UNCLAIMED FUNDS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Polk County, Florida, has received unclaimed funds from Stacy M. Butterfield, Clerk of Circuit Court as follows:

OWNER OF FUNDS	DATE ISSUED	AMOUNT	CHARACTER OF FUNDS
Developer Express Inc	9/21/2023	$1,214.98	Unclaimed Funds

All persons having or claiming interest in said funds or any portion thereof shall file their written claims thereto with the Board of County Commissioners of Polk County, Florida, at its office in Bartow, Florida, within 90 days from the date of publication of this notice; otherwise, such unclaimed funds shall be forfeited to Polk County, Florida, and shall be paid into the General Fund Account of said County.

BOARD OF COUNTY COMMISSIONERS
OF POLK COUNTY, FLORIDA
By: Martha Santiago, Ed.D , Chair

Please publish one (1) time in the Ledger on Friday, December 12, 2025

LL-43059164

Polk County

Board of County Commissioners

Agenda Item R.2. 1/20/2026

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2233.

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2233 as requested by Fixed Asset Accounting to be stored or disposed of in accordance with the rules of the Auditor General's Office.

RECOMMENDATION

Approve removal of equipment as listed on Blanket Removal Form 2233.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
alisonbrown@polk-county.net <mailto:alisonholland@polk-county.net>

BLANKET PROPERTY REMOVAL FORM # 2233

To: Board of County Commissioners, Polk County, Florida
From: Clerk and Auditor, Polk County, Florida
It is requested that the listed property be removed from inventory.

Submitted By: _____ *Approved By* _____

Fixed Asset Accounting Office of Clerk Auditor — *Chairman of the Board of County Commissioners*

BoCC Approval Date: **1/20/2026**

Property # **59817**	***Asset #*** **104726**				
Item: COMPUTER, LAPTOP		MICROSOFT		SURFACE PRO	
Serial # 002200323157		***Date Rec'd.***	8/18/2022	***Cost***	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **59823**	***Asset #*** **104732**				
Item: COMPUTER, LAPTOP		MICROSOFT		SURFACE PRO	
Serial # 012249323157		***Date Rec'd.***	8/18/2022	***Cost***	$0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **53445**	***Asset #*** **75827**				
Item: Switch, IT		CISCO		CATALYST 3560V2	
Serial # SFDO1618X0SQ		***Date Rec'd.***	9/16/2012	***Cost***	$5,794.20
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **54947**	***Asset #*** **91968**				
Item: PRINTER, IT		HP		LASERJET M830Z	
Serial # D7P68A#BGJ		***Date Rec'd.***	7/27/2015	***Cost***	$12,299.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **55415**	***Asset #*** **94692**				
Item: SWITCH, IT		CISCO		CATALYST 2960X 24 PORT	
Serial # FCW2008B342		***Date Rec'd.***	5/12/2016	***Cost***	$1,681.37
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					
Property # **55729**	***Asset #*** **97661**				
Item: SWITCH, IT		CISCO		2960-X 48LPD-L	
Serial # SFJC2229W19E		***Date Rec'd.***	8/16/2018	***Cost***	$4,793.89
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL					

(6 detail records) **$24,568.46**

Polk County

Board of County Commissioners

Agenda Item R.3. 1/20/2026

SUBJECT

Approve the release of a surety in the amount of $257,880.70 in the form of Performance Bond No. 2298100 for Campbell Subdivision. (No Fiscal Impact)

DESCRIPTION

On February 18, 2025, the Board accepted a performance surety bond in the amount of $257,880.70 for miscellaneous construction items. An inspection was performed on September 17, 2025, concerning the miscellaneous construction items. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Performance Bond No. 2298100 in the amount of $257,880.70.

RECOMMENDATION

Request Board approve the release of Performance Bond No. 2298100 in the amount of $257,880.70 for Campbell Subdivision.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

PERFORMANCE BOND Bond No. 2298100

KNOWN ALL MEN BY THESE PRESENTS, that We, CAMPBELL ESTATES OF LAKELAND, LLC, as Principal, and West Bend Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Wisconsin ~~Florida~~ and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the "County"), as Obligee, in the sum of Two hundred & fifty seven thousand and eigh thundred & eight dollars and seventy cents ($257,880.70) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us.

WHEREAS, the County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Campbell Road Subdivision platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to provide and maintain full performance security guaranteeing the completion and approval of all private or public on-site or off-site Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC by February 28, 2025 (the "Guaranty Period"), as verified by Polk County's Land Development Division, then upon approval by the Obligee this Bond shall be null and void.

2. The Surety unconditionally covenants and agrees that if the Principal fails to complete all or any part of the Improvements within the Guaranty Period, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

3. Alternatively, the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and the Surety shall pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed Improvements, or the plans, specifications and schedules covering same, shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed Improvements or the plans, specifications and schedules.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

The Surety at:
West Bend Insurance Company
1900 South 18th Avenue
West Bend, WI 53095

The Principal at:
9875 Hancock Rd
Lakeland, FL 22810-1079

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

[Signatures appear on the next page]

THIS BOND DATED THE 28 DAY OF August, 20 24,
(the date of issue by the Surety).

PRINCIPAL:

Witness

CAMPBELL ESTATES OF LAKELAND, LLC
Name of Corporation

Natacha Martinez
Printed Name

By:

Witness

Celia Morales
Printed Name
Title: Manager
(SEAL)

Kenyara Alarcon
Printed Name

PRINCIPAL

STATE OF Florida
COUNTY OF ~~Polk~~ Hillsborough L.K.

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 28 day of August, 2024 L.K. 2023, by Celia Morales as Manager (*title of officer*) of Campbell Estates of Lakeland LLC (*entity name*), on behalf of the on behalf of the Principal, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name Leslie Reyes
My Commission Expires 11/30/26

LESLIE REYES
Comm.: # HH 299935
Expires: November 30, 2026
Notary Public - State of Florida

SURETY:

Witness

Joshua Restauri
Printed Name

Witness

William Chapman
Printed Name

West Bend Insurance Company
Name of Corporation

By:

Patti K. Lindsey
Printed Name
Title: Attorney-In-Fact
(SEAL)

(ATTACH POWER OF ATTORNEY)

STATE OF PA
COUNTY OF Allegheny

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 27th _ day of August, 2024 by Patti K. Lindsey as Attorney-In-Fact (*title of officer*) of West Bend Insurance Company (*entity name*), on behalf of the on behalf of the Surety, who [X] is personally known to me or [ ] has produced N/A as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name Nancy L. Jirku
My Commission Expires December 20, 2025

Commenwealth of Pennsylvania - Notary Seal
Nancy L. Jirku, Notary Public
Allegheny County
My commission expires December 20, 2025
Commission number 1411346
Member, Pennsylvania Association of Notaries

EXHIBIT A

(Engineer's Cost Estimate)

WEST BEND®

Bond No. Bid Bond

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Pamela M. Anderson, Wendy A. Bright, William M. Chapman, Matthew M. Eperesi, Natasha Kerr, Barbara A. Leeper, Patti K. Lindsey, Madeline P. Lovett, Alexandra Machnik, Cheri L. Ritz, Robert Vetere, Richard Zimmerman

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 27th day of August 2024

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Campbell Subdivison

Project #: LDRES-2021-103

DATE: 9/17/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Agenda Item R.4. 1/20/2026

SUBJECT

Accept Campbell Subdivision potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

DESCRIPTION

Campbell Subdivision is a 49 unit single family home subdivision. This project received construction plan approval from Polk County on June 17, 2022, Campbell Subdivision is located in the Northwest Regional Utility Service Area in S-16, T-27, R-23, and is located on Kathleen Road in Lakeland, Florida. All requirements for acceptance of the Campbell Subdivision potable water, wastewater and reclaim water utility system improvements have been met. The Land Development Division has reviewed all of the documentation presented and recommends acceptance of these improvements.

RECOMMENDATION

Request Board accept the potable water, wastewater and reclaim water utility system improvements of Campbell Subdivision for ownership, operation, and maintenance responsibilities by Polk County Utilities.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

UTILITIES DIVISION_LAND DEVELOPMENT DIVISION
SYSTEM ACCEPTANCE FISCAL INFORMATION SHEET
(Auditing submittal with supporting documentation after Board acceptance of systems)

PROJECT INFORMATION

Project Name:	Campbell Subdivision		
County Project DMS #	LDRES-2021-103	PCUMD Project #	2021-15-30-0
Developer Name:	DGP&S Construction, Inc		
Developer Address:	P.O. Box 4929		
	Tampa, FL 33677		
Contact Person & Phone No.	Celia Morales (813) 874-0284		

SYSTEM(S) ACCEPTED BY UTILITIES DIVISION

Wastewater:	X	Reclaimed Water:	X	Potable Water:	X
Commencement Date of County Operation of System(s):				07/01/25	
Date of Acceptance by Board of County Commissioners:				01/20/26	

SYSTEM VALUE AND REIMBURSEMENT INFORMATION

System Value			
	On Site	Off Site	
Wastewater*	$562,937.00	$0.00	$562,937.00
Reclaimed Water*	$185,639.00	$0.00	$185,639.00
Potable Water*	$242,391.00	$0.00	$242,391.00
Land**	$0.00	$0.00	
Total system value			$990,967.00

Cash Payment by Developer to County	
Reimbursements	
From wastewater connection fees	$0.00
From reclaimed water connection fees	$0.00
From potable water connection fees	$0.00
Total connection fee reimbursement	$0.00
Cash for wastewater improvements***	$0.00
Cash for reclaimed water improvements***	$0.00
Cash for potable water improvements***	$0.00
Cash for land***	$0.00
Total cash reimbursement***	$0.00

Summary of System Value and Reimbursements	$0.00
Total system value	$990,967.00
Total connection fee reimbursement	$0.00
Total cash reimbursement	
System contribution value****	$990,967.00

*In accordance with construction schedule of values
**In accordance with Property Appraiser records if land not purchased
***Paid upon system acceptance by Board and invoice approval by Auditor to Board
****Total system value less total connection fee and cash reimbursements

SUPPORTING DOCUMENTATION

Documents	Applicable	Attached
Developer's Letter of Dedication	X	X
Engineer's Certificate of Certification	X	X
Contractor's Letter of Certification	X	X
Construction schedule of values (water, wastewater and/or reclaimed water)	X	X
Copy of New Development Information Sheet	X	X
Final Inspector's Letter	X	X
Agenda item accepting system(s)	X	X
Original Developer's Affidavit of Costs*	NA	NA
Original Contractor's Affidavit of Charges*	NA	NA
Copy of agreement with developer, if applicable*	NA	NA
*Applicable only if agreement exists	NA	NA

Prepared by: Chrissy Irons Date: 12/22/25

SVC 3/17/2016

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-E

Engineer of Record's Letter of Certification

Project: Campbell Subdivision

PCU Project No.: LDRES-2023-18

I, as ENGINEER OF RECORD for the above subject project, hereby certify to PCU that all applicable water, wastewater, and/or reclaimed water systems constructed as part of, and in conjunction with the subject project are completed in conformance with the Construction Plans as approved by PCU and all State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for PCU acceptance, ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve covers, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

Engineer's Signature Date: 9.4.25

Engineer's Typed Name: Charles A Otero

Florida P. E. Registration Number: 18259

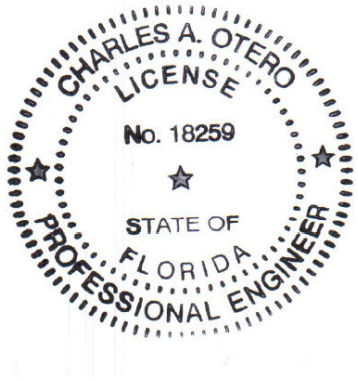
Engineer's Firm Name: Otero Engineering

Engineer's Mailing Address:
13902 N. Dale Mabry Hwy
Suite 230 Tampa, FL 33618

Engineer's Physical Address:
13902 N. Dale Mabry Hwy
Suite 230 Tampa, FL 33618

Telephone Number: 813-936-3585

Fax Number:



SUBDIVIDER'S GUARANTEE

This is to certify that I guarantee all work referred to in the foregoing Engineer's Certificate and I will be responsible for correcting any construction, design, or material defects or failures for a period of one (1) year from the date of final acceptance of the road and drainage improvements by the Polk County Board of Commissioners.

Signed

Notary

CORPORATE SEAL

LESLIE REYES
Comm.: # HH 299935
Expires: November 30, 2019
Notary Public - State of Florida

D. **Special Conditions**

If the County Engineer determines that special conditions encountered during design or construction make normal inspection and testing insufficient to assure structural integrity, the time period for which a guarantee security must remain in force may be extended to a maximum of five years from date of acceptance of plat improvements if:

1. Marginal soils are used in construction.
2. Application of geotextile material precludes the removal of unsuitable material.
3. Construction practices result from experimental design concepts.

Section 809 Final Plat Approval and Recording

A. **Approval**

Upon recommendation of the final plat by County staff, the BoCC may approve or disapprove the final plat and any legal instruments.

B. **Cost**

The actual cost of recording and preparing all required prints and reproductions shall be paid by the applicant.

Section 810 Re-plats and Modifications

A. **Vacating and Re-platting**

Whenever land comprising all or part of an existing plat of record is proposed as all or part of a new plat, it shall be in accordance with the procedures as set forth in F.S. ch. 177.

B. **Revision of Final Plat After Board Approval**

No changes, erasures, modifications or revisions shall be made on any final plat after approval has been given, unless the plat is resubmitted to the BoCC for its approval. This shall not affect the right

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-F**

Contractor's Letter of Certification

Project: Campbell Subdivision

PCU Project No.: LDRES-2023-18

I, as the CONTRACTOR for the above subject project, hereby certify to PCU that the Water ☑, wastewater ☑, and/or reclaimed water ☑ system (check all that apply) constructed as part of, and in conjunction with the above subject project are completed and in conformance with the Construction Plans approved by PCU, and State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for County acceptance for PCU to take ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve lids, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

All construction materials and workmanship is warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Contractor's Signature Date: 6/30/2025

Contractor's Typed Name: Celia Morales

Florida License Number: L22000514333

Contractor's Firm Name: DGP&S Construction, Inc.

Contractor's Mailing Address:
PO Box 4929
Tampa, FL 33677

Contractor's Physical Address:
2816 N. 60th Street
Tampa, FL 33619

Telephone Number: 813-874-0284

Fax Number:

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-D

Developer's Letter of Dedication & Statement of Warranty

Project: Campbell Subdivision

PCU Project No.: LDRES-2023-18

I, as the DEVELOPER of the above subject project, hereby dedicate to PCU all applicable water, wastewater, and/or reclaimed water systems constructed as part of, and in conjunction with the subject project for ownership, operation, and maintenance responsibility. Further, I certify that all bills relative to this project have been paid, and there are no liens or other encumbrances against the project.

All construction, materials, and workmanship are warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Developer's Signature Date: 6/30/2025

Developer's Typed Name: Celia Morales

Developer's Firm Name: DGP&S Construction, Inc.

Telephone Number: 813-874-0284 Fax Number:

Developer's Mailing Address: PO Box 4929

Tampa, FL 33677

Developer's Physical Address: 2816 N. 60th Street

Tampa, FL 33619

OTERO ENGINEERING
CIVIL ENGINEERS

ENGINEERS ESTIMATE
CAMPBELL RD.
SCHEDULE - Summary

SCHEDULE A - EARTHWORKS	**$1,063,045.04**
SCHEDULE B - SITE WORK, PAVING & GRADING	**$897,730.54**
SCHEDULE C - STORM DRAINAGE	**$313,004.00**
SCHEDULE D - SANITARY SEWER	**$562,937.00**
SCHEDULE E - WATERLINE	**$428,030.00**

TOTAL AMOUNT	**$3,264,746.58**
	x10%
BOND AMOUNT $	**326,474.66**

Engineeers Estimate

SCHEDULE A - EARTHWORKS

	Item #	Description	Estimated Quantity	Unit	Unit Price	Item Amount
A-	1	Mobilization	1	LS	$95,000.00	$95,000.00
A-	2	Engineering inspections and certification	1	LS	$36,295.00	$36,295.00
A-	3	Staked Silt Fence	5695	LF	$2.00	$11,390.00
A-	4	Construction staking and record drawings	1	LS	$19,250.00	$19,250.00
A-	5	Platting	1	LS	$16,235.00	$16,235.00
A-	6	Construction Entrances	1	EA	$3,000.00	$3,000.00
A-	7	Erosion Control	1	LS	$6,500.00	$6,500.00
A-	8	Maintenance of Traffic	1	LS	$8,500.00	$8,500.00
A-	9	Permit - Onsite piping	1	LS	$2,500.00	$2,500.00
A-	10	Permit - Electrical	1	LS	$3,500.00	$3,500.00
A-	11	Clearing & Grubbing	16	AC	$2,500.00	$40,000.00
A-	12	Root Raking	16	AC	$1,500.00	$24,000.00
A-	13	Pond Excavation	1	LS	$60,000.00	$60,000.00
A-	14	Unclassified Excavation Fill	14895	CY	$4.50	$67,027.50
A-	15	Import Fill(If needed)	27784	CY	$15.00	$416,760.00
A-	16	Final Grading(Includes building pad grading)	1	LS	$15,000.00	$15,000.00
A-	17	Sod-Bahia Pond Slopes	105241	SF	$0.42	$44,201.22
A-	18	Seed Building pads	1	LS	$20,000.00	$20,000.00
A-	19	6' opaque vinyl fencing,	2863	LF	$19.54	$55,943.02
A-	20	4' aluminum fencing	1390	LF	$11.47	$15,943.30
A-	21	Sleeves, electrical and irrigation	1		$10,000.00	$10,000.00
A-	22	Landscaping and Irrigation	1	LS	$92,000.00	$92,000.00
			TOTAL A - Earthwork			**$1,063,045.04**

Engineeers Estimate

SCHEDULE B - SITE WORK, PAVING & GRADING

	Item #	Description	Estimated Quantity	Unit	Unit Price	Item Amount
B-	1	1.5" Asphalt SP-9.5(Light Duty)	4759	SY	$11.75	$55,918.25
B-	2	6" Crushed Concrete	5810	SY	$15.00	$87,150.00
B-	3	12" Stabilized Sub-Grade	6660	SY	$15.00	$99,900.00
B-	4	Miami curb	3602	LF	$15.00	$54,030.00
B-	5	4" Thickened Edge Concrete sidewalk(3,000 PSI Concrete)	12700	SF	$6.00	$76,200.00
B-	6	ADA Concrete Ramps(4,000 PSI Concrete)	2	EA	$1,450.00	$2,900.00
B-	7	Detectable warning matts	2	EA	$425.00	$850.00
B-	8	Signs(2-30" x 30" R1-1 Stop signs, 1-W14-1 Dead End Sign, 5-Street signs)	8	EA	$325.00	$2,600.00
B-	9	Striping	1	LS	$12,000.00	$12,000.00
B-	10	Sod-Bahia 2' Behind Curb	19866	SF	$0.42	$8,343.72
B-	11	Segmental block retaining wall	6014	SF	$60.00	$360,840.00
		RIGHT OF WAY				
B-	1	MOT	1	LS	$12,500.00	$12,500.00
B-	2	1" Mill	1	LS	$16,800.00	$16,800.00
B-	3	1" SP-9.5 Asphalt	513	SY	$11.25	$5,771.25
B-	4	1" SP-9.5 Asphalt	1768	SY	$11.25	$19,890.00
B-	5	8" Limerock Base	252	SY	$15.00	$3,780.00
B-	6	12" Type B Stabilized subgrade	252	SY	$125.00	$31,500.00
B-	7	6" Concrete sidewalk	2073	SF	$7.00	$14,511.00
B-	8	ADA Concrete Ramps(4,000 PSI Concrete)	2	EA	$1,450.00	$2,900.00
B-	9	Detectable warning matts	2	EA	$425.00	$850.00
B-	10	Signs(2-Dead End signs, 2-OM-1 Button signs)	4	EA	$325.00	$1,300.00
B-	11	Striping	1	LS	$9,500.00	$9,500.00
B-	12	Final Grading	1	LS	$8,500.00	$8,500.00
B-	13	Sod-Bahia	21896	SF	$0.42	$9,196.32

TOTAL B - SITE, PAVING & GRADING **$897,730.54**

Engineeers Estimate
SCHEDULE C - STORM DRAINAGE

	Item #	Description	Estimated Quantity	Unit	Unit Price	Item Amount
C-	1	18" RCP Pipe	703	LF	$69.00	$48,507.00
C-	2	24" RCP Pipe	707	LF	$98.00	$69,286.00
C-	3	30" RCP Pipe	233	LF	$150.00	$34,950.00
C-	4	36" RCP Pipe	172	LF	$188.00	$32,336.00
C-	5	Type C Inlet(ST-20, ST-21, ST-22)	3	EA	$3,800.00	$11,400.00
C-	6	Type D Inlet(ST-18, ST-24, ST-25)	3	EA	$4,000.00	$12,000.00
C-	7	Modified Type D Inlet(CS-1, CS-2)	2	EA	$4,400.00	$8,800.00
C-	8	Type 5 Inlet(ST-1, ST-2, ST-7, ST-8)	4	EA	$5,000.00	$20,000.00
C-	9	Type 6 Inlet(ST-4, ST-5, ST-9, ST-10, ST-13, ST-16)	6	EA	$5,200.00	$31,200.00
C-	10	Storm Manhole(ST-3, ST-11, ST-15)	3	EA	$5,000.00	$15,000.00
C-	11	18" Miter End Section(ST-23)	1	EA	$1,250.00	$1,250.00
C-	12	30" Miter End Section(ST-6, ST-12, ST-17)	3	EA	$1,400.00	$4,200.00
C-	13	Headwall(ST-19)	1	EA	$10,500.00	$10,500.00
C-	14	Rip Rap	75	CY	$60.00	$4,500.00
C-	15	TV Storm Sewer	1815	LF	$5.00	$9,075.00

TOTAL C - STORM DRAINAGE **$313,004.00**

Engineers Estimate

SCHEDULE D - SANITARY SEWER

	Item #	Description	Estimated Quantity	Unit	Unit Price	Item Amount
D-	1	POC: 4" X 12" Forcemain Tap, Tapping sleeve & Valve	1	LS	$12,500.00	$12,500.00
D-	2	8" SDR26 Sanitary Sewer(0-6' Cut)	254	LF	$35.00	$8,890.00
D-	3	8" SDR26 Sanitary Sewer(6-8' Cut)	382	LF	$36.00	$13,752.00
D-	4	8" SDR26 Sanitary Sewer(8-10' Cut)	523	LF	$37.00	$19,351.00
D-	5	8" SDR26 Sanitary Sewer(10-12' Cut)	158	LF	$38.00	$6,004.00
D-	6	8" SDR26 Sanitary Sewer(12-14' Cut)	212	LF	$39.00	$8,268.00
D-	7	Sanitary Sewer manhole(0-6 Cut)	1	EA	$4,500.00	$4,500.00
D-	8	Sanitary Sewer manhole(6-8' Cut)	1	EA	$4,700.00	$4,700.00
D-	9	Sanitary Sewer manhole(8-10' Cut)	3	EA	$4,800.00	$14,400.00
D-	10	Sanitary Sewer manhole(10-12' Cut)	1	EA	$5,400.00	$5,400.00
D-	11	Sanitary Sewer manhole(12-14' Cut)	1	EA	$5,600.00	$5,600.00
D-	12	Single services	7	EA	$850.00	$5,950.00
D-	13	Double services	24	EA	$950.00	$22,800.00
D-	14	TV Sewer Line	1529	LS	$5.00	$7,645.00
		FORCEMAIN				
D-	1	4" C900 Forcemain	1004	LF	$25.00	$25,100.00
D-	2	4" Gate valve	1	EA	$1,650.00	$1,650.00
D-	3	4" 45 Bend	2	EA	$300.00	$600.00
D-	4	4" 90 Bend	1	EA	$315.00	$315.00
D-	5	6' Diameter duplex lift station, 20' Depth, Control panel, 2-25HP Pumps, 240V 3 Phase, 6' Above ground storage tank, 6' High Chainlink fence	1	EA	$390,000.00	$390,000.00
D-	6	Water service to lift station W/ RPZ assembly	1	LS	$2,500.00	$2,500.00
D-	7	Pressure Testing	1004	LF	$3.00	$3,012.00

TOTAL D - SANITARY SEWER **$562,937.00**

Amount Remaining

Engineeers Estimate

SCHEDULE E - WATERLINE

	Item #	Description	Estimated Quantity	Unit	Unit Price	Item Amount
E-	1	POC: 8" x 8" Water main wet tap, 8" Gate valve	1	LS	$10,000.00	$10,000.00
E-	2	POC: Connect into existing 4" Water main stub out	1	LS	$6,000.00	$6,000.00
E-	3	Temporary construction meter assembly	1	LS	$7,500.00	$7,500.00
E-	4	8" C900 Pipe	1098	LF	$42.00	$46,116.00
E-	5	4" C900 Pipe	898	EA	$24.00	$21,552.00
E-	6	Double Service	23	EA	$800.00	$18,400.00
E-	7	Single Service	9	EA	$750.00	$6,750.00
E-	8	8" Gate valve	5	EA	$2,600.00	$13,000.00
E-	9	8" 22 Bend	12	EA	$400.00	$4,800.00
E-	10	8" TEE	1	EA	$650.00	$650.00
E-	11	8" x 6" 8" TEE	2	EA	$625.00	$1,250.00
E-	12	8" x 4" Reducer	2	EA	$550.00	$1,100.00
E-	13	4" Gate valve	2	EA	$1,750.00	$3,500.00
E-	14	4" 22 Bend	10	EA	$300.00	$3,000.00
E-	15	4" 45 Bend	4	EA	$325.00	$1,300.00
E-	16	4" 90 Bend	1	EA	$350.00	$350.00
E-	17	4" TEE	1	EA	$375.00	$375.00
E-	18	Fire Hydrant Assembly	2	EA	$5,500.00	$11,000.00
E-	19	Permanet Blow Off Assembly	2	EA	$5,600.00	$11,200.00
E-	20	Pressure Testing	1996	LF	$3.00	$5,988.00
E-	21	Chlorination/Bacterial Testing	1	LS	$4,400.00	$4,400.00
E-	22	Boring for connection	1	LS	$28,500.00	$28,500.00
		RECLAIMED WATER				
E-	1	POC: 8" Reclaimed main wet tap, 8" Gate valve	1	LS	$9,500.00	$9,500.00
E-	2	POC: 4" Reclaimed main wet tap, 4" Gate valve	1	LS	$6,000.00	$6,000.00
E-	3	8" Reclaimed water main	180	LF	$42.00	$7,560.00
E-	4	6" Reclaimed water main	350	LF	$36.00	$12,600.00
E-	5	4" C900 Reclaimed water main	1736	LF	$24.00	$41,664.00
E-	6	Double service	24	EA	$800.00	$19,200.00
E-	7	Single service	7	EA	$750.00	$5,250.00
E-	8	8" 45 Bend	2	EA	$450.00	$900.00
E-	9	8" x 6 " Reducer	1	EA	$575.00	$575.00
E-	10	8" X 4" x 8" Tee	1	EA	$700.00	$700.00
E-	11	6" Gate valve	1	EA	$2,300.00	$2,300.00
E-	12	6" x 4" Reducer	1	EA	$450.00	$450.00
E-	13	4" Gate valve	3	EA	$1,750.00	$5,250.00
E-	14	4" 45 Bend	2	EA	$325.00	$650.00
E-	15	4" 90 Bend	2	EA	$350.00	$700.00
E-	16	Pressure Testing	2266	LS	$3.00	$6,798.00
E-	1	POC: Connect into existing 8" reclaimed sub out	1	LS	$4,500.00	$4,500.00
E-	2	8" DR11 Directional drill pipe	902	LF	$98.00	$88,396.00
E-	3	8" Gate valve	2	EA	$2,800.00	$5,600.00
E-	4	Pressure Testing	902	LF	$3.00	$2,706.00

TOTAL E - WATERLINE **$428,030.00**

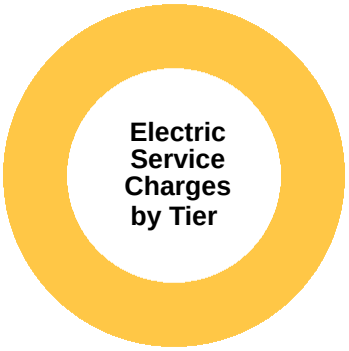
LAKELAND ELECTRIC
POWERED FOR LIFE

DGP&S CONSTRUCTION INC
7710 ABAGAIL DR # SWP
LAKELAND FL 33810 US

Account # **3699553**

Due Date	Amount Due
09/22/2025	$74.68

Bill Summary



3 kWh @ 0.0536	$0.17

For a more detailed explanation of rates and charges, please see reverse side.

Billing Date: 08/24/2025

Previous Bill	$50.13
Payments/Credits/Returns since 07/25/2025	$-0.56
Balance Forward	$49.57

DUE BY 09/05/2025 TO AVOID DISCONNECT

Penalty Charges	$3.50
Electric Service Charges	$21.61
Total Current Charges	**$25.11**
Total Amount Due by 09/22/2025	**$74.68**

Billing details located on following page(s).

PAY YOUR LAKELAND ELECTRIC UTILITY BILL WITH CASH AT PARTICIPATING STORES

powered by KUBRA EZ-PAY

Bring this barcode with you to make a payment.
Payments are recognized immediately and posted next business day.

Retailer Instructions:

1. **SCAN** the customer's barcode.
2. The register will **PROMPT** you to enter an amount.
3. **ENTER** the amount the customer wants to pay.
4. **COLLECT** the desired cash amount (and fee, if applicable).
5. When the transaction is **COMPLETE** hand customer the receipt.

7993664236100063716842419717 60

By accepting or using this barcode to make a payment, you agree to the full terms and conditions available at vanilladirect.com/pay/terms. After successful payment using this barcode, you may retrieve your full detailed e-receipt at vanilladirect.com/pay/ereceipt.

Walmart
Available at Service Desk or Money Center
CVS
DOLLAR GENERAL
Sunoco
7-ELEVEN
FAMILY DOLLAR
Walgreens
pilot FLYING J
TA TravelCenters of America

Message Center

Please return this stub along with your payment and note the account number on your check or money order to ensure proper credit to your account.

LAKELAND ELECTRIC
POWERED FOR LIFE

Account #
3699553

Due Date	Amount Due
09/22/2025	$74.68

Disconnect Amount $49.57 Due By 09/05/2025

$ _____,___.__

USD Amount Enclosed

DGP&S CONSTRUCTION INC
PO BOX 4929
TAMPA FL 33677

0 00000000000007468 0000000036995538 0 00000000000007468 0000000036995538 775

LAKELAND ELECTRIC
POWERED FOR LIFE

DGP&S CONSTRUCTION INC
7710 ABAGAIL DR # SWP
LAKELAND FL 33810 US

Account # **3699553**

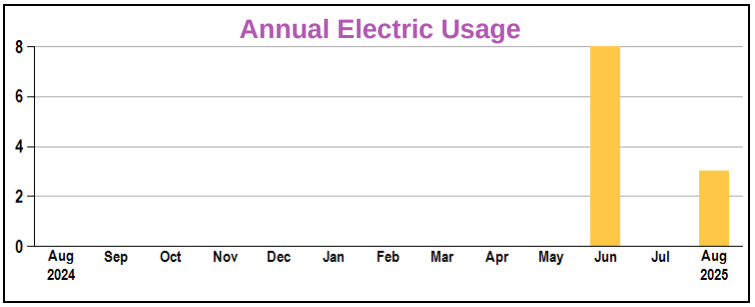
Bill Detail

Electric Service

Meter Number	No. of Days	Unit of Measure	Current Month	Previous Month	Last Year
216475	32	kWh	3	0	0

Load Factor percentage 0%

Meter Reading Dates: 07/23/2025 to 08/24/2025



General Service Customer Charge	$16.00
Electric 3 KWH @ 0.0536	$0.17
Fuel Charge 3 KWH @ 0.0415	$0.12
Polk County Public Service Tax	$1.78
Lakeland Utility Surcharge	$1.62
Florida Gross Receipts Tax	$0.46
Florida Sales Tax	$1.28
Polk County Sales Surtax	$0.18
Current Electric Service Charges	**$21.61**

Other Services

Penalty Charge	$3.50
Other Services and Account Charges	**$3.50**

All balances are subject to penalty if paid after the due date, please see summary of all charges on Page 1 of your bill.

Running a business isn't easy, but choosing the right price plan can be. It only takes minutes with our price plan comparison tool.

TRY IT NOW AT

LAKELANDELECTRIC.COM/ENERGYTOOLSET



The City of Lakeland collects social security numbers for the following purposes: account classification; customer identification; verification; billing; payment; creditworthiness; and any lawful purposes in the conduct of City of Lakeland business.

Address Change

There are several ways to change your mailing address!

- **Visit lakelandelectric.com/MyAccount**
- **Email us at customerservice@lakelandelectric.com**
- **Call us at 863-834-9535**

Our call center hours are, Monday - Friday from 7:30 a.m. to 6:00 p.m.

Contact

Electric / Water Billing Inquiries	863-834-9535
Wastewater / Solid Waste Billing	863-834-8276
Fallen Power Lines / Water Outages	863-834-4248
False Alarms (Lakeland Police Dept)	863-834-6936
Miscellaneous Fire Dept Billings	863-834-8201
24-Hour Power Outage Reporting	863-834-4248
24-Hour Payment Hotline	863-834-9535
TDD (For Hearing Impaired)	863-834-8333
Recycling	863-834-8774
Surge Protection	863-834-1[illegible]

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Campbell Subdivison

Project #: LDRES-2021-103

DATE: 9/17/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.5. 1/20/2026

SUBJECT

Accept a one-year warranty and surety in the amount of $326,474.66 in the form of Maintenance Bond No. 2300244 for Campbell Subdivision. (No Fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of $326,474.66 in the form of Maintenance Bond No. 2300244, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Campbell Subdivision per Utilities Code Section 4.03.B.2. This warranty is for a one-year period beginning with the Board's acceptance. This one-year warranty period begins on January 20, 2026 and ends on January 20, 2027.

RECOMMENDATION

Request Board accept a one-year warranty, expiring on January 20, 2027, and a Maintenance Bond in the amount of $326,474.66 for Campbell Subdivision.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

OTERO ENGINEERING
CIVIL ENGINEERS

ENGINEERS ESTIMATE
CAMPBELL RD.
SCHEDULE - Summary

SCHEDULE A - EARTHWORKS	**$1,063,045.04**
SCHEDULE B - SITE WORK, PAVING & GRADING	**$897,730.54**
SCHEDULE C - STORM DRAINAGE	**$313,004.00**
SCHEDULE D - SANITARY SEWER	**$562,937.00**
SCHEDULE E - WATERLINE	**$428,030.00**

TOTAL AMOUNT	**$3,264,746.58**
	x10%
BOND AMOUNT	**$ 326,474.66**

Engineeers Estimate
SCHEDULE A - EARTHWORKS

	Item #	Description	Estimated Quantity	Unit	Unit Price	Item Amount
A-	1	Mobilization	1	LS	$95,000.00	$95,000.00
A-	2	Engineering inspections and certification	1	LS	$36,295.00	$36,295.00
A-	3	Staked Silt Fence	5695	LF	$2.00	$11,390.00
A-	4	Construction staking and record drawings	1	LS	$19,250.00	$19,250.00
A-	5	Platting	1	LS	$16,235.00	$16,235.00
A-	6	Construction Entrances	1	EA	$3,000.00	$3,000.00
A-	7	Erosion Control	1	LS	$6,500.00	$6,500.00
A-	8	Maintenance of Traffic	1	LS	$8,500.00	$8,500.00
A-	9	Permit - Onsite piping	1	LS	$2,500.00	$2,500.00
A-	10	Permit - Electrical	1	LS	$3,500.00	$3,500.00
A-	11	Clearing & Grubbing	16	AC	$2,500.00	$40,000.00
A-	12	Root Raking	16	AC	$1,500.00	$24,000.00
A-	13	Pond Excavation	1	LS	$60,000.00	$60,000.00
A-	14	Unclassified Excavation Fill	14895	CY	$4.50	$67,027.50
A-	15	Import Fill(If needed)	27784	CY	$15.00	$416,760.00
A-	16	Final Grading(Includes building pad grading)	1	LS	$15,000.00	$15,000.00
A-	17	Sod-Bahia Pond Slopes	105241	SF	$0.42	$44,201.22
A-	18	Seed Building pads	1	LS	$20,000.00	$20,000.00
A-	19	6' opaque vinyl fencing,	2863	LF	$19.54	$55,943.02
A-	20	4' aluminum fencing	1390	LF	$11.47	$15,943.30
A-	21	Sleeves, electrical and irrigation	1		$10,000.00	$10,000.00
A-	22	Landscaping and Irrigation	1	LS	$92,000.00	$92,000.00
			TOTAL A - Earthwork			**$1,063,045.04**

Engineeers Estimate

SCHEDULE B - SITE WORK, PAVING & GRADING

	Item #	Description	Estimated Quantity	Unit	Unit Price	Item Amount
B-	1	1.5" Asphalt SP-9.5(Light Duty)	4759	SY	$11.75	$55,918.25
B-	2	6" Crushed Concrete	5810	SY	$15.00	$87,150.00
B-	3	12" Stabilized Sub-Grade	6660	SY	$15.00	$99,900.00
B-	4	Miami curb	3602	LF	$15.00	$54,030.00
B-	5	4" Thickened Edge Concrete sidewalk(3,000 PSI Concrete)	12700	SF	$6.00	$76,200.00
B-	6	ADA Concrete Ramps(4,000 PSI Concrete)	2	EA	$1,450.00	$2,900.00
B-	7	Detectable warning matts	2	EA	$425.00	$850.00
B-	8	Signs(2-30" x 30" R1-1 Stop signs, 1-W14-1 Dead End Sign, 5-Street signs)	8	EA	$325.00	$2,600.00
B-	9	Striping	1	LS	$12,000.00	$12,000.00
B-	10	Sod-Bahia 2' Behind Curb	19866	SF	$0.42	$8,343.72
B-	11	Segmental block retaining wall	6014	SF	$60.00	$360,840.00
		RIGHT OF WAY				
B-	1	MOT	1	LS	$12,500.00	$12,500.00
B-	2	1" Mill	1	LS	$16,800.00	$16,800.00
B-	3	1" SP-9.5 Asphalt	513	SY	$11.25	$5,771.25
B-	4	1" SP-9.5 Asphalt	1768	SY	$11.25	$19,890.00
B-	5	8" Limerock Base	252	SY	$15.00	$3,780.00
B-	6	12" Type B Stabilized subgrade	252	SY	$125.00	$31,500.00
B-	7	6" Concrete sidewalk	2073	SF	$7.00	$14,511.00
B-	8	ADA Concrete Ramps(4,000 PSI Concrete)	2	EA	$1,450.00	$2,900.00
B-	9	Detectable warning matts	2	EA	$425.00	$850.00
B-	10	Signs(2-Dead End signs, 2-OM-1 Button signs)	4	EA	$325.00	$1,300.00
B-	11	Striping	1	LS	$9,500.00	$9,500.00
B-	12	Final Grading	1	LS	$8,500.00	$8,500.00
B-	13	Sod-Bahia	21896	SF	$0.42	$9,196.32

TOTAL B - SITE, PAVING & GRADING **$897,730.54**

Engineeers Estimate
SCHEDULE C - STORM DRAINAGE

	Item #	Description	Estimated Quantity	Unit	Unit Price	Item Amount
C-	1	18" RCP Pipe	703	LF	$69.00	$48,507.00
C-	2	24" RCP Pipe	707	LF	$98.00	$69,286.00
C-	3	30" RCP Pipe	233	LF	$150.00	$34,950.00
C-	4	36" RCP Pipe	172	LF	$188.00	$32,336.00
C-	5	Type C Inlet(ST-20, ST-21, ST-22)	3	EA	$3,800.00	$11,400.00
C-	6	Type D Inlet(ST-18, ST-24, ST-25)	3	EA	$4,000.00	$12,000.00
C-	7	Modified Type D Inlet(CS-1, CS-2)	2	EA	$4,400.00	$8,800.00
C-	8	Type 5 Inlet(ST-1, ST-2, ST-7, ST-8)	4	EA	$5,000.00	$20,000.00
C-	9	Type 6 Inlet(ST-4, ST-5, ST-9, ST-10, ST-13, ST-16)	6	EA	$5,200.00	$31,200.00
C-	10	Storm Manhole(ST-3, ST-11, ST-15)	3	EA	$5,000.00	$15,000.00
C-	11	18" Miter End Section(ST-23)	1	EA	$1,250.00	$1,250.00
C-	12	30" Miter End Section(ST-6, ST-12, ST-17)	3	EA	$1,400.00	$4,200.00
C-	13	Headwall(ST-19)	1	EA	$10,500.00	$10,500.00
C-	14	Rip Rap	75	CY	$60.00	$4,500.00
C-	15	TV Storm Sewer	1815	LF	$5.00	$9,075.00

TOTAL C - STORM DRAINAGE **$313,004.00**

Engineers Estimate

SCHEDULE D - SANITARY SEWER

	Item #	Description	Estimated Quantity	Unit	Unit Price	Item Amount
D-	1	POC: 4" X 12" Forcemain Tap, Tapping sleeve & Valve	1	LS	$12,500.00	$12,500.00
D-	2	8" SDR26 Sanitary Sewer(0-6' Cut)	254	LF	$35.00	$8,890.00
D-	3	8" SDR26 Sanitary Sewer(6-8' Cut)	382	LF	$36.00	$13,752.00
D-	4	8" SDR26 Sanitary Sewer(8-10' Cut)	523	LF	$37.00	$19,351.00
D-	5	8" SDR26 Sanitary Sewer(10-12' Cut)	158	LF	$38.00	$6,004.00
D-	6	8" SDR26 Sanitary Sewer(12-14' Cut)	212	LF	$39.00	$8,268.00
D-	7	Sanitary Sewer manhole(0-6 Cut)	1	EA	$4,500.00	$4,500.00
D-	8	Sanitary Sewer manhole(6-8' Cut)	1	EA	$4,700.00	$4,700.00
D-	9	Sanitary Sewer manhole(8-10' Cut)	3	EA	$4,800.00	$14,400.00
D-	10	Sanitary Sewer manhole(10-12' Cut)	1	EA	$5,400.00	$5,400.00
D-	11	Sanitary Sewer manhole(12-14' Cut)	1	EA	$5,600.00	$5,600.00
D-	12	Single services	7	EA	$850.00	$5,950.00
D-	13	Double services	24	EA	$950.00	$22,800.00
D-	14	TV Sewer Line	1529	LS	$5.00	$7,645.00
		FORCEMAIN				
D-	1	4" C900 Forcemain	1004	LF	$25.00	$25,100.00
D-	2	4" Gate valve	1	EA	$1,650.00	$1,650.00
D-	3	4" 45 Bend	2	EA	$300.00	$600.00
D-	4	4" 90 Bend	1	EA	$315.00	$315.00
D-	5	6' Diameter duplex lift station, 20' Depth, Control panel, 2-25HP Pumps, 240V 3 Phase, 6' Above ground storage tank, 6' High Chainlink fence	1	EA	$390,000.00	$390,000.00
D-	6	Water service to lift station W/ RPZ assembly	1	LS	$2,500.00	$2,500.00
D-	7	Pressure Testing	1004	LF	$3.00	$3,012.00

TOTAL D - SANITARY SEWER **$562,937.00**

Amount Remaining

Engineeers Estimate

SCHEDULE E - WATERLINE

	Item #	Description	Estimated Quantity	Unit	Unit Price	Item Amount
E-	1	POC: 8" x 8" Water main wet tap, 8" Gate valve	1	LS	$10,000.00	$10,000.00
E-	2	POC: Connect into existing 4" Water main stub out	1	LS	$6,000.00	$6,000.00
E-	3	Temporary construction meter assembly	1	LS	$7,500.00	$7,500.00
E-	4	8" C900 Pipe	1098	LF	$42.00	$46,116.00
E-	5	4" C900 Pipe	898	EA	$24.00	$21,552.00
E-	6	Double Service	23	EA	$800.00	$18,400.00
E-	7	Single Service	9	EA	$750.00	$6,750.00
E-	8	8" Gate valve	5	EA	$2,600.00	$13,000.00
E-	9	8" 22 Bend	12	EA	$400.00	$4,800.00
E-	10	8" TEE	1	EA	$650.00	$650.00
E-	11	8" x 6" 8" TEE	2	EA	$625.00	$1,250.00
E-	12	8" x 4" Reducer	2	EA	$550.00	$1,100.00
E-	13	4" Gate valve	2	EA	$1,750.00	$3,500.00
E-	14	4" 22 Bend	10	EA	$300.00	$3,000.00
E-	15	4" 45 Bend	4	EA	$325.00	$1,300.00
E-	16	4" 90 Bend	1	EA	$350.00	$350.00
E-	17	4" TEE	1	EA	$375.00	$375.00
E-	18	Fire Hydrant Assembly	2	EA	$5,500.00	$11,000.00
E-	19	Permanet Blow Off Assembly	2	EA	$5,600.00	$11,200.00
E-	20	Pressure Testing	1996	LF	$3.00	$5,988.00
E-	21	Chlorination/Bacterial Testing	1	LS	$4,400.00	$4,400.00
E-	22	Boring for connection	1	LS	$28,500.00	$28,500.00
		RECLAIMED WATER				
E-	1	POC: 8" Reclaimed main wet tap, 8" Gate valve	1	LS	$9,500.00	$9,500.00
E-	2	POC: 4" Reclaimed main wet tap, 4" Gate valve	1	LS	$6,000.00	$6,000.00
E-	3	8" Reclaimed water main	180	LF	$42.00	$7,560.00
E-	4	6" Reclaimed water main	350	LF	$36.00	$12,600.00
E-	5	4" C900 Reclaimed water main	1736	LF	$24.00	$41,664.00
E-	6	Double service	24	EA	$800.00	$19,200.00
E-	7	Single service	7	EA	$750.00	$5,250.00
E-	8	8" 45 Bend	2	EA	$450.00	$900.00
E-	9	8" x 6 " Reducer	1	EA	$575.00	$575.00
E-	10	8" X 4" x 8" Tee	1	EA	$700.00	$700.00
E-	11	6" Gate valve	1	EA	$2,300.00	$2,300.00
E-	12	6" x 4" Reducer	1	EA	$450.00	$450.00
E-	13	4" Gate valve	3	EA	$1,750.00	$5,250.00
E-	14	4" 45 Bend	2	EA	$325.00	$650.00
E-	15	4" 90 Bend	2	EA	$350.00	$700.00
E-	16	Pressure Testing	2266	LS	$3.00	$6,798.00
E-	1	POC: Connect into existing 8" reclaimed sub out	1	LS	$4,500.00	$4,500.00
E-	2	8" DR11 Directional drill pipe	902	LF	$98.00	$88,396.00
E-	3	8" Gate valve	2	EA	$2,800.00	$5,600.00
E-	4	Pressure Testing	902	LF	$3.00	$2,706.00

TOTAL E - WATERLINE **$428,030.00**

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Campbell Subdivison

Project #: LDRES-2021-103

DATE: 9/17/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.6. 1/20/2026

SUBJECT

Approve the release of a surety in the amount of $1,230,727.10 in the form of Performance Bond No. 72BSBIY2461 for Ross Creek. (No Fiscal Impact)

DESCRIPTION

On March 5, 2024, the Board accepted a performance surety bond in the amount of $1,230,727.10 for miscellaneous construction items. An inspection was performed on July 23, 2025, concerning the miscellaneous construction items. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Performance Bond No. 72BSBIY2461 in the amount of $1,230,727.10.

RECOMMENDATION

Request Board approve the release of Performance Bond No. 72BSBIY2461 in the amount of $1,230,727.10 for Ross Creek.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

PERFORMANCE BOND

Bond No. 72BSBIY2461

KNOWN ALL MEN BY THESE PRESENTS, That we, KB Home Orlando, LLC, as Principal, and Hartford Fire Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Connecticut and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of one million two hundred thirty thousand seven hundred and twenty seven dollars and ten cents ($1,230727.10) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Ross Creek platted subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to submit an instrument ensuring completion of construction of the Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as Ross Creek subdivision in accordance with the Plans and LDC by February 25, **2025** (the "Guaranty Period") and as verified by Polk County's Land Development Division, then upon approval by the Obligee this Bond shall be null and void. If the Improvements are not constructed within the Guaranty Period or such later date the Obligee may approve, then this Bond shall be payable to the Obligee.

2. The Surety unconditionally covenants and agrees that if the Principal fails to complete construction of all or any part of the requirement Improvements within the Guaranty Period, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. Should the Surety fail or refuse to perform and complete the said Improvements, the Obligee, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the plat for the above-referenced subdivision, shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and

Surety unconditionally agree.

3. The Principal and Surety further jointly and severally agree that the Obligee, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Obligee should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Obligee the total cost of, including without limitation, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the Improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the Improvements.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

The Principal at:

KB Home Orlando, LLC
9102 Southpark Center Loop, Suite 100
Orlando, FL 32837

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

[Signatures appear on the next page]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 2/17/2024 before me, S. Evans, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal) Signature S. Evans

S. Evans, Notary Public

S. EVANS
Notary Public - California
San Francisco County
Commission # 2457925
My Comm. Expires Aug 30, 2027

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Name:** MARSH USA LLC

[X]	**Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
[X]	**Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
[X]	**Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
[ ]	**Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
[ ]	**Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
[ ]	**Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
[ ]	**Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
[ ]	**Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Brenda Wong

of

Los Angeles, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 1, 2024

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois

Keith D. Dozois, Assistant Vice President

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
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Bartow, Florida 33831-9005

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POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Ross Creek

Project #: LDRES-2022-37

DATE: 7/23/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Agenda Item R.7. 1/20/2026

SUBJECT

Accept Ross Creek potable water and wastewater utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

DESCRIPTION

Ross Creek is a 74 unit single family home subdivision. This project received construction plan approval from Polk County on December 24, 2023, Ross Creek is located in the Northwest Regional Utility Service Area in S-28, T-27, R-23, and is located on Kathleen Road in Lakeland, Florida. All requirements for acceptance of the Ross Creek potable water and wastewater utility system improvements have been met. The Land Development Division has reviewed all of the documentation presented and recommends acceptance of these improvements.

RECOMMENDATION

Request Board accept the potable water and wastewater utility system improvements of Ross Creek for ownership, operation, and maintenance responsibilities by Polk County Utilities.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

UTILITIES DIVISION_LAND DEVELOPMENT DIVISION
SYSTEM ACCEPTANCE FISCAL INFORMATION SHEET
(Auditing submittal with supporting documentation after Board acceptance of systems)

PROJECT INFORMATION

Project Name:	Ross Creek		
County Project DMS #	LDRES-2022-37	PCUMD Project #	2022-9-30-0
Developer Name:	KB Home Orlando		
Developer Address:	9102 Southpark Center Loop, Ste 100		
	Orlando, FL 32819		
Contact Person & Phone No.	Stephen McConn (407) 587-3509		

SYSTEM(S) ACCEPTED BY UTILITIES DIVISION

Wastewater:	X	Reclaimed Water:		Potable Water:	X
Commencement Date of County Operation of System(s):			07/23/25		
Date of Acceptance by Board of County Commissioners:			01/20/26		

SYSTEM VALUE AND REIMBURSEMENT INFORMATION

System Value			
	On Site	Off Site	
Wastewater*	$420,984.66	$0.00	$420,984.66
Reclaimed Water*	$0.00	$0.00	$0.00
Potable Water*	$238,303.02	$0.00	$238,303.02
Land**	$0.00	$0.00	
Total system value			$659,287.68

Cash Payment by Developer to County	
Reimbursements	
From wastewater connection fees	$0.00
From reclaimed water connection fees	$0.00
From potable water connection fees	$0.00
Total connection fee reimbursement	$0.00
Cash for wastewater improvements***	$0.00
Cash for reclaimed water improvements***	$0.00
Cash for potable water improvements***	$0.00
Cash for land***	$0.00
Total cash reimbursement***	$0.00

Summary of System Value and Reimbursements	$0.00
Total system value	$659,287.68
Total connection fee reimbursement	$0.00
Total cash reimbursement	
System contribution value****	$659,287.68

*In accordance with construction schedule of values
**In accordance with Property Appraiser records if land not purchased
***Paid upon system acceptance by Board and invoice approval by Auditor to Board
****Total system value less total connection fee and cash reimbursements

SUPPORTING DOCUMENTATION

Documents	Applicable	Attached
Developer's Letter of Dedication	X	X
Engineer's Certificate of Certification	X	X
Contractor's Letter of Certification	X	X
Construction schedule of values (water, wastewater and/or reclaimed water)	X	X
Copy of New Development Information Sheet	X	X
Final Inspector's Letter	X	X
Agenda item accepting system(s)	X	X
Original Developer's Affidavit of Costs*	NA	NA
Original Contractor's Affidavit of Charges*	NA	NA
Copy of agreement with developer, if applicable*	NA	NA
*Applicable only if agreement exists	NA	NA

Prepared by: Chrissy Irons Date: 12/23/25

SVC 3/17/2016

CHAPTER 2 DEVELOPMENT COORDINATION

Section 250-E Engineer of Record's Letter of Certification December 2010

Project: Ross Creek
PCU Project No.: LDRES-2022-37

I, as ENGINEER OF RECORD for the above subject project, hereby certify to PCU that all applicable water, wastewater, and/or reclaimed water systems constructed as part of, and in conjunction with the subject project are completed in conformance with the Construction Plans as approved by PCU and all State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for PCU acceptance, ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve covers, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

All Record Drawing information is warranted perpetually.

Engineer's Signature	Date	Florida P. E. Registration Number
	7/26/2024	79415

Michael O. Flora
Engineer's typed Name

Sloan Engineering Group
Engineer's Firm Name

150 South Woodlawn Avenue
Bartow, FL 33830
Engineer's Physical Address

PO Box 253
Bartow, FL 33831
Engineer's Mailing Address

863-800-3046
Telephone Number

863-800-1159
Fax Number

MICHAEL O. FLORA LICENSE No. 79415 STATE OF FLORIDA PROFESSIONAL ENGINEER
Affix Seal

SLOAN
Engineering Group

P.O. Box 253, Bartow, Florida 33831
Office: (863) 800-3046
Fax: (863) 800-1159

SUBDIVIDER'S GUARANTEE

Project Name:
Ross Creek

Project Number:
LDRES-2022-37

Date:
February 16, 2024

This is to certify that I guarantee all work referred to in the foregoing Engineer's Certificate and I will be responsible for correcting any construction, design, or material defects or failures for a period of one (1) year from the date of final acceptance of the road and Drainage improvements by the Polk County Board of Commissioners.

Stephen McConn 3/25/2024

Stephen McConn
VP of Land Development
KB Home Orlando, LLC
9102 Southpark Center Loop, Ste. 100
Orlando, FL 32819

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-F**

Contractor's Letter of Certification

Project: Ross Creek
PCU Project No.: LDRES-2022-37

I, as the CONTRACTOR for the above subject project, hereby certify to PCU that the water X, wastewater X, and/or reclaimed water ____ system (*check all that apply*) constructed as part of, and in conjunction with the above subject project are completed and in conformance with the Construction Plans approved by PCU, and State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for County acceptance for PCU to take ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve lids, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

All construction materials and workmanship is warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Contractor's Signature	10/4/24 Date	CUC057207 Florida License Number
Mathew Lembrich Contractor's typed Name		Blue Ox Enterprises LLC Contractor's Firm Name
500 North Way Sanford FL Contractor's Physical Address		500 North Way, Sanford, FC Contractor's Mailing Address
407-339-4800 Telephone Number		
Fax Number		

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-D**

Developer's Letter of Dedication & Statement of Warranty

Project: Ross Creek
PCU Project No.: LDRES-2022-37

I, as the DEVELOPER of the above subject project, hereby dedicate to PCU all applicable water, wastewater, and/or reclaimed water systems constructed as part of, and in conjunction with the subject project for ownership, operation, and maintenance responsibility. Further, I certify that all bills relative to this project have been paid, and there are no liens or other encumbrances against the project.

All construction, materials, and workmanship are warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Developer's Signature	Date	Developer's Firm Name
Stephen McCann	3/25/2024	KB Home Orlando

Developer's Typed Name	Telephone Number	Fax Number
Stephen McCann	407-587-3509	

Developer's Mailing Address	Developer's Physical Address
9102 Southpark Center Loop, Ste. 100 Orlando, FL 32819	same

CHAPTER 5 **WASTEWATER** **Section 550-J**

Wastewater System Schedule of Values

Date: 02/07/2024

Contractor: Blue Ox

Project: Ross Creek

PCU Project No.: LDRES-2022-37

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long				
2	Single Service, Short	4		$ 572.67	$ 2,290.68
3	Double Service, Long				
4	Double Service, Short	35		$ 1,439.38	$ 50,378.30
5	8" PVC, SDR-26, 0'-6' deep	1414		$ 12.62	$ 17,844.68
6	8" PVC, SDR-26, 6'-8' deep	646		$ 14.30	$ 9,237.80
7	8" PVC, SDR-26, 8'-10' deep	1124		$ 17.87	$ 20,085.88
8	8" PVC, SDR-26, 10'-12' deep				
9	8" PVC, SDR-26, 12'-14' deep				
10	8" PVC, SDR-26, 14'-16' deep				
11	10" PVC, SDR-26, 0'-6' deep				
12	10" PVC, SDR-26, 6'-8' deep				
13	10" PVC, SDR-26, 8'-10' deep				
14	10" PVC, SDR-26, 10'-12' deep				
15	10" PVC, SDR-26, 12'-14' deep				
16	10" PVC, SDR-26, 14'-16' deep				
17	12" PVC, SDR-26, 0'-6' deep				
18	12" PVC, SDR-26, 6'-8' deep				
19	12" PVC, SDR-26, 8'-10' deep				
20	12" PVC, SDR-26, 10'-12' deep				
21	12" PVC, SDR-26, 12'-14' deep				
22	12" PVC, SDR-26, 14'-16' deep				
23	15" PVC, SDR-26, 0'-6' deep				
24	15" PVC, SDR-26, 6'-8' deep				
25	15" PVC, SDR-26, 8'-10' deep				
26	15" PVC, SDR-26, 10'-12' deep				
27	15" PVC, SDR-26, 12'-14' deep				
28	15" PVC, SDR-26, 14'-16' deep				
29	Standard Precast Manhole with Ring and Cover, 0'-6' deep	8		$ 5,428.50	$ 43,428.00

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
30	Standard Precast Manhole with Ring and Cover, 6'-8' deep	1		$ 5,775.18	$ 5,775.18
31	Standard Precast Manhole with Ring and Cover, 8'-10' deep	4		$ 6,886.58	$ 27,546.32
32	Standard Precast Manhole with Ring and Cover, 10'-12' deep				
33	Standard Precast Manhole with Ring and Cover, 12'-14' deep				
34	Standard Precast Manhole with Ring and Cover, 14'-16' deep				
35	Pump Station, Duplex Complete				
36	Pump Station, Triplex Complete				
37	Standby Generator Set				
38	Odor Control System				
39	Lift station	1		$ 198,106.36	$ 198,106.36
40	Drop Connection	1		$ 1,498.43	$ 1,498.43
41	4" PVC, AWWA C-900, DR 18, Green	1357		$ 9.67	$ 13,122.19
42	4' DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
43	4" Gate Valve Assembly, Complete	2		$ 1,298.13	$ 2,596.26
44	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
45	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
46	4" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
47	4" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
48	4" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
49	4" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
50	4" x 12" Wet Tap	1		$ 3,236.96	$ 3,236.96
51	4" HDPE				
52	Forcemain Fittings	1		$ 19,205.76	$ 19,205.76

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
53	6" PVC, AWWA C-900, DR 18, Green				
54	6" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
55	6" Gate Valve Assembly, Complete				
56	6" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
57	6" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
58	6" 45 Degree Bend, DI, C153 Epoxy-Lined, Bituminous Coated				
59	6" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
60	6" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
61	6" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
62	Air Release Valve	1		$ 6,631.86	$ 66,831.36
63	6" HDPE				
64					
65	8" PVC, AWWA C-900, DR 18, Green				
66	8" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
67	8" Gate Valve Assembly, Complete				
68	8" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
69	8" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
70	8" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
71	8" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
72	8" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
73	8" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
74					
75	8" HDPE				
76					
77	10" PVC, AWWA C-900, DR 18, Green				
78	10" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
79	10" Gate Valve Assembly, Complete				
80	10" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
81	10" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
82	10" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
83	10" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
84	10" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
85	10" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
86					
87	10" HDPE				
88					
89	12" PVC, AWWA C-900, DR 18, Green				
90	12" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
91	12" Gate Valve Assembly, Complete				
92	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
93	12" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
94	12" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
95	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
96	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
97	12" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
98					
99	12" HDPE				
			Total Constructed Value: $		420,984.66

Reviewer: Date:

Comments

Water System Schedule of Values

Date: 02/07/2024

Contractor: Blue Ox

Project: Ross Creek

PCU Project No.: LDRES-2022-37

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long	4	EA	557.59	2,230.36
2	Single Service, Short	3	EA	557.59	1,672.77
3	Double Service, Long	19	EA	1,363.34	25,903.46
4	Double Service, Short	15	EA	1,363.34	20,450.10
5	Blow-Off Assembly, Complete	1	EA	6,507.09	6,507.09
6	Fire Hydrant Assembly, Complete Including Branch Valve	4	EA	6,065.02	24,260.08
7	Service protection				
8	Pressure test, bact, pigging, fhy flow test				
9	2" Jumper	1	EA	2,466.50	2,466.50
10	4″ PVC, AWWA C-900, DR 18, Blue	375	LF	10.44	3,915.00
11	4″ DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
12	4″ Gate Valve Assembly, Complete	2	EA	263.18	2,537.70
13	4″ 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
14	4″ 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
15	4″ 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
16	4″ 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
17	4″ Tee, CI, C153, Cement-Lined, Bituminous Coated				
18	4″ Cross, DI, C153, Cement-Lined, Bituminous Coated				
19	1" Irrigation Service	2	EA	1,694.28	3,388.56
20	4″ HDPE				
21					
22	6″ PVC, AWWA C-900, DR 18, Blue	2,260	LF	20.16	45,561.60
23	6″ DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
24	6″ Gate Valve Assembly, Complete	6	EA	1,556.04	9,336.24

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
25	6" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
26	6" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
27	6" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
28	6" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
29	6" Tee, DI, C153, Cement-Lined, Bituminous Coated				
30	6" Cross, DI, C153, Cement-Lined, Bituminous Coated				
31					
32	6" HDPE				
33					
34	8" PVC, AWWA C-900, DR 18, Blue	1,235	LF	34.33	42,397.55
35	8" DIP, Pressure Class 350 Cement-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete	3	EA	2,241.37	6,724.11
37	8" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
38	8" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
39	8" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
40	8" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
41	8" Tee, DI, C153, Cement-Lined, Bituminous Coated				
42	8" Cross, DI, C153, Cement-Lined, Bituminous Coated				
43	8x8x6 Tee				
44	8" HDPE				
45					
46	10" PVC, AWWA C-900, DR 18, Blue				
47	10" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
48	10" Gate Valve Assembly, Complete				
49	10" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
50	10″ 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
51	10″ 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
52	10″ 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
53	10″ Tee, DI, C153, Cement-Lined, Bituminous Coated				
54	10″ Cross, DI, C153, Cement-Lined, Bituminous Coated				
55					
56	10″ HDPE				
57					
58	12″ PVC, AWWA C-900, DR 18, Blue				
59	12″ DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
60	12″ Gate Valve Assembly, Complete				
61	12″ 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
62	12″ 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
63	12″ 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
64	12″ 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
65	12″ Tee, DI, C153 Cement-Lined, Bituminous Coated				
66	12″ Cross, DI, C153, Cement-Lined, Bituminous Coated				
67	12" x 8" Wet Tap	1	EA	5,568.95	5,568.95
68	12″ HDPE				
69					
70	16″ PVC, AWWA C-905, DR 25, Blue				
71	16″ DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
72	16″ Gate Valve Assembly, Complete				
73	16″ 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
74	16″ 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
75	16" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
76	16" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
77	16" Tee, DI, C153 Cement-Lined, Bituminous Coated				
78	16" Cross, DI, C153, Cement-Lined, Bituminous Coated				
79					
80	16" HDPE				
81					
82					
83					
84	18" PVC, AWWA C-905, DR 25, Blue				
85	18" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
86	18" Gate Valve Assembly, Complete				
87	18" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
88	18" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
89	18" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
90	18" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
91	18" Tee, DI, C153 Cement-Lined, Bituminous Coated				
92	18" Cross, DI, C153, Cement-Lined, Bituminous Coated				
93					
94	18" HDPE				
95					
96	Fittings	1	LS	35,382.95	35,382.95
97					
			Total Constructed Value: $		238,303.02

Reviewer: Date:

Comments

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Ross Creek

Project #: LDRES-2022-37

DATE: 7/23/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.8. 1/20/2026

SUBJECT

Accept a one-year warranty and surety in the amount of $135,275.48 in the form of Maintenance Bond No. 024280661 for Ross Creek. (No Fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of $135,275.48 in the form of Maintenance Bond No. 024280661, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Ross Creek per Utilities Code Section 4.03.B.2. This warranty is for a one-year period beginning with the Board's acceptance. This one-year warranty period begins on January 20, 2026 and ends on January 20, 2027.

RECOMMENDATION

Request Board accept a one-year warranty expiring on January 20, 2027 and a Maintenance Bond in the amount of $135,275.48 for Ross Creek.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

RESIDENTIAL MAINTENANCE BOND Bond No. 024280661

KNOWN ALL MEN BY THESE PRESENTS, That we, KB Home Orlando, LLC, as Principal, and Liberty Mutual Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Massachusetts and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of One Hundred Thirty Five Thousand Two Hundred Seventy Five and 48/100 ($ 135,275.48) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Ross Creek subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Liberty Mutual Insurance Company
175 Berkeley Street
Boston MA 02116

The Principal at:

KB Home Orlando, LLC
9102 Southpark Center Loop, Suite 100
Orlando, FL 32837

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 9th day of October, 2024.

Witness

Eileen Sesto
Printed Name

Witness

Hiraida Lare
Printed Name

PRINCIPAL:

KB Home Orlando, LLC
Name of Corporation

By:

James McKowsky
Printed Name
Title: VP of Finance
(SEAL)

Witness

Martha Gonzales
Printed Name

Witness

My Hua
Printed Name

SURETY:

Liberty Mutual Insurance Company
Name of Corporation

By:

Brenda Wong
Printed Name
Title: Attorney-in-Fact
(SEAL)

(Attach power of attorney)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 10/9/2024 before me, S. Evans, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal) Signature S. Evans

S. Evans, Notary Public

S. EVANS
Notary Public - California
San Francisco County
Commission # 2457925
My Comm. Expires Aug 30, 2027

POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda Wong all of the city of Los Angeles, state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of October, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

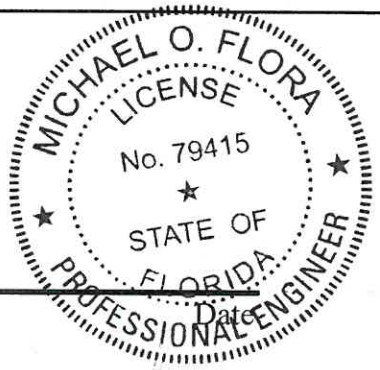
SLOAN Engineering Group

PO Box 253, Bartow, Fl 33831
Office: (863) 800-3046
Fax: (863) 800-1159

WARRANTY BOND COST ESTIMATE
ENGINEERS ESTIMATE OF PROBABLE COSTS FOR "ROSS CREEK"
as of 03/07/2024

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	POTABLE WATER SYSTEM				
1	4" PVC	375	LF	$10.44	$3,915.00
2	6" PVC	2260	LF	$20.16	$45,561.60
3	8" PVC	1235	LF	$34.33	$42,397.55
4	Single Service	7	EA	$557.59	$3,903.13
5	Double Service	34	EA	$1,363.34	$46,353.56
6	1" Irrigation Service	2	EA	$1,694.28	$3,388.56
7	Fittings	1	LS	$35,382.95	$35,382.95
8	4" Gate Valve	2	EA	$1,268.85	$2,537.70
9	6" Gate Valve	6	EA	$1,556.04	$9,336.24
10	8" Gate Valve	3	EA	$2,241.37	$6,724.11
11	Fire Hydrant	4	EA	$6,065.02	$24,260.08
12	Auto Blow Off	1	EA	$6,507.09	$6,507.09
13	2" Jumper	1	EA	$2,466.50	$2,466.50
14	12" x 8" Wet Tap	1	EA	$5,568.95	$5,568.95
	WATER TOTAL				**$238,303.02**
	SANITARY SEWER SYSTEM				
15	8" PVC 0-6 SDR 26	1414	LF	$12.62	$17,844.68
16	8" PVC 6-8 SDR 26	646	LF	$14.30	$9,237.80
17	8" PVC 8-10 SDR 26	1124	LF	$17.87	$20,085.88
18	Manhole 0-6	8	EA	$5,428.50	$43,428.00
19	Manhole 6-8	1	EA	$5,775.18	$5,775.18
20	Manhole 8-10	4	EA	$6,886.58	$27,546.32
21	Single Lateral	4	EA	$572.67	$2,290.68
22	Double Lateral	35	EA	$1,439.38	$50,378.30
23	4" PVC Forcemain	1357	LF	$9.67	$13,122.19
24	Forcemain Fittings	1	LS	$19,205.76	$19,205.76
25	4" x 12" Wet Tap	1	EA	$3,236.96	$3,236.96
26	4" Gate Valve	2	EA	$1,298.13	$2,596.26
27	Drop Connection	1	EA	$1,498.43	$1,498.43

28	Air Release Valve	1	EA	$6,631.86	$6,631.86
29	Lift Station	1	LS	$198,106.36	$198,106.36
	SANITARY SEWER SYSTEM TOTAL				**$420,984.66**
	STORM DRAINAGE SYSTEM				
30	15" HDPE	276	LF	$28.39	$7,835.64
31	18" HDPE	286	LF	$34.74	$9,935.64
32	24" HDPE	375	LF	$57.10	$21,412.50
33	30" HDPE	862	LF	$87.12	$75,097.44
34	P-5 Inlet	2	EA	$6,956.40	$13,912.80
35	P-6 Inlet	6	EA	$6,982.07	$41,892.42
36	J-6 Inlet	4	EA	$9,796.92	$39,187.68
37	Overflow Weir	2	EA	$9,026.52	$18,053.04
38	Manhole	3	EA	$3,460.71	$10,382.13
	STORM DRAINAGE SYSTEM TOTAL				**$237,709.29**
	PAVING				
39	Asphalt 1.25" SP-9.5	9155	SY	$13.20	$120,846.00
40	Limerock 6"	9155	SY	$10.33	$94,571.15
41	Stabilizer 8"	11555	SY	$3.30	$38,131.50
42	Type F Curb	20	LF	$23.76	$475.20
43	Miami Curb	7175	LF	$20.82	$149,383.50
44	4' Sidewalk	580	LF	$32.54	$18,873.20
45	4' Wheel Chair Ramp	8	EA	$1,495.86	$11,966.88
46	R&R 5' Sidewalk	25	LF	$65.64	$1,641.00
47	R&R Wheel Chair Ramp	1	EA	$1,895.92	$1,895.92
48	Signs & Pavement Markings	1	LS	$8,694.00	$8,694.00
49	Mot	1	LS	$9,279.50	$9,279.50
	PAVING TOTAL				**$455,757.85**
ESTIMATED TOTAL					**$1,352,754.82**
ESTIMATED TOTAL @ 10 PERCENT					**$ 135,275.48**



3/8/2024

Michael O. Flora, P.E. Date
Florida Registration #79415
Sloan Engineering Group, Inc.
PO Box 253
Bartow, Florida 33831 (863) 800-3046
Certificate of Authorization #26247

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Ross Creek

Project #: LDRES-2022-37

DATE: 7/23/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Agenda Item R.9. 1/20/2026

SUBJECT

Accept Haven at Davenport potable water and wastewater utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

DESCRIPTION

Haven at Davenport is a 367-unit multifamily development. This project received construction plan approval from Polk County on November 13, 2023, Haven at Davenport is located in the Northeast Regional Utility Service Area in S-18, T-26, R-27, and is located on Frontage Road in Davenport, Florida. All requirements for acceptance of the Haven at Davenport potable water and wastewater utility system improvements have been met. The Land Development Division has reviewed all of the documentation presented and recommends acceptance of these improvements.

RECOMMENDATION

Request Board accept the potable water and wastewater utility system improvements of Haven at Davenport for ownership, operation, and maintenance responsibilities by Polk County Utilities.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

UTILITIES DIVISION_LAND DEVELOPMENT DIVISION
SYSTEM ACCEPTANCE FISCAL INFORMATION SHEET
(Auditing submittal with supporting documentation after Board acceptance of systems)

PROJECT INFORMATION

Project Name:	Haven at Davenport		
County Project DMS #	LDRES-2022-62	PCUMD Project #	2022-32-20-0
Developer Name:	Johnson Development Associates, Inc.		
Developer Address:	100 Dunbar Street, Ste, 400		
	Spartanburg, SC 29306		
Contact Person & Phone No.	Nate Besch (267) 227-8079		

SYSTEM(S) ACCEPTED BY UTILITIES DIVISION

Wastewater:	X	Reclaimed Water:		Potable Water:	X
Commencement Date of County Operation of System(s):				08/14/25	
Date of Acceptance by Board of County Commissioners:				01/20/26	

SYSTEM VALUE AND REIMBURSEMENT INFORMATION

System Value			
	On Site	Off Site	
Wastewater*	$32,338.00		$32,338.00
Reclaimed Water*	$0.00	$0.00	$0.00
Potable Water*	$121,018.00	$0.00	$121,018.00
Land**	$0.00	$0.00	
Total system value			$153,356.00

Cash Payment by Developer to County	
Reimbursements	
From wastewater connection fees	$0.00
From reclaimed water connection fees	$0.00
From potable water connection fees	$0.00
Total connection fee reimbursement	$0.00
Cash for wastewater improvements***	$0.00
Cash for reclaimed water improvements***	$0.00
Cash for potable water improvements***	$0.00
Cash for land***	$0.00
Total cash reimbursement***	$0.00

Summary of System Value and Reimbursements	$0.00
Total system value	$153,356.00
Total connection fee reimbursement	$0.00
Total cash reimbursement	
System contribution value****	$153,356.00

*In accordance with construction schedule of values
**In accordance with Property Appraiser records if land not purchased
***Paid upon system acceptance by Board and invoice approval by Auditor to Board
****Total system value less total connection fee and cash reimbursements

SUPPORTING DOCUMENTATION

Documents	Applicable	Attached
Developer's Letter of Dedication	X	X
Engineer's Certificate of Certification	X	X
Contractor's Letter of Certification	X	X
Construction schedule of values (water, wastewater and/or reclaimed water)	X	X
Copy of New Development Information Sheet	X	X
Final Inspector's Letter	X	X
Agenda item accepting system(s)	X	X
Original Developer's Affidavit of Costs*	NA	NA
Original Contractor's Affidavit of Charges*	NA	NA
Copy of agreement with developer, if applicable*	NA	NA
*Applicable only if agreement exists	NA	NA

Prepared by: Chrissy Irons Date: 01/05/26

SVC 3/17/2016

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-E

Engineer of Record's Letter of Certification

Project: Haven at Davenport

PCU Project No.: LDRES-2022-62

I, as ENGINEER OF RECORD for the above subject project, hereby certify to PCU that all applicable water, wastewater, and/or reclaimed water systems constructed as part of, and in conjunction with the subject project are completed in conformance with the Construction Plans as approved by PCU and all State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for PCU acceptance, ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve covers, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

Engineer's Signature Date: 6 2025

Engineer's Typed Name: David A. Stokes, P.E.

Florida P. E. Registration Number: 66527

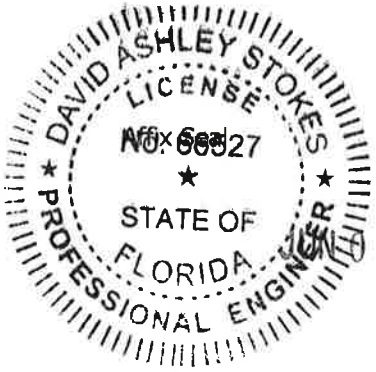
Engineer's Firm Name: Madden, Moorhead, & Stokes, LLC.

Engineer's Mailing Address:
431 E. Horatio Ave., Ste. 260
Maitland, FL 32751

Engineer's Physical Address:
431 E. Horatio Ave., Ste. 260
Maitland, FL 32751

Telephone Number: 407-629-8330

Fax Number:



SUBDIVIDER'S GUARANTEE

This is to certify that I guarantee all work referred to in the foregoing Engineer's Certificate and I will be responsible for correcting any construction, design, or material defects or failures for a period of one (1) year from the date of final acceptance of the road and drainage improvements by the Polk County Board of Commissioners.

Signed Jason C. Lyerly, VP of Johnson Development Associates, Inc.

CORPORATE SEAL

Notary

BRIANA P. HEGEDUS NOTARY PUBLIC STATE OF SOUTH CAROLINA MY COMMISSION EXPIRES 02-26-2034

D. **Special Conditions**

If the County Engineer determines that special conditions encountered during design or construction make normal inspection and testing insufficient to assure structural integrity, the time period for which a guarantee security must remain in force may be extended to a maximum of five years from date of acceptance of plat improvements if:

1. Marginal soils are used in construction.
2. Application of geotextile material precludes the removal of unsuitable material.
3. Construction practices result from experimental design concepts.

Section 809 Final Plat Approval and Recording

A. **Approval**

Upon recommendation of the final plat by County staff, the BoCC may approve or disapprove the final plat and any legal instruments.

B. **Cost**

The actual cost of recording and preparing all required prints and reproductions shall be paid by the applicant.

Section 810 Re-plats and Modifications

A. **Vacating and Re-platting**

Whenever land comprising all or part of an existing plat of record is proposed as all or part of a new plat, it shall be in accordance with the procedures as set forth in F.S. ch. 177.

B. **Revision of Final Plat After Board Approval**

No changes, erasures, modifications or revisions shall be made on any final plat after approval has been given, unless the plat is resubmitted to the BoCC for its approval. This shall not affect the right

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-F**

Contractor's Letter of Certification

Project: Haven at Davenport

PCU Project No.: LDRES-2022-62

I, as the CONTRACTOR for the above subject project, hereby certify to PCU that the Water ☒, wastewater ☒, and/or reclaimed water ☐ system (check all that apply) constructed as part of, and in conjunction with the above subject project are completed and in conformance with the Construction Plans approved by PCU, and State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for County acceptance for PCU to take ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve lids, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

All construction materials and workmanship is warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Contractor's Signature Date: 10/10/25

Contractor's Typed Name: TIM BAYER, C.O.O.

Florida License Number: CUC1224501

Contractor's Firm Name: Southern Development @ Construction, INC

Contractor's Mailing Address:
2544 Connection Pointe
Oviedo, FL 32765

Contractor's Physical Address:
2544 Connection Pointe
Oviedo, FL 32765

Telephone Number: 407-977-9898

Fax Number:

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-D

Developer's Letter of Dedication & Statement of Warranty

Project: Hadley Luxury Apartments, AKA Haven at Davenport

Project No.: LDRES-2022-62

public

I, as the DEVELOPER of the above subject project, hereby dedicate to POLK COUNTY all ~~applicable~~ water, wastewater, reclaimed water, storm and/or roadway systems constructed as part of, and in conjunction with the subject project for ownership, operation, and maintenance responsibility. Further, I certify that all bills relative to this project have been paid, and there are no liens or other encumbrances against the project.

All construction, materials, and workmanship are warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Developer's Signature Date: May 1, 2025

Developer's Typed Name: Johnson Development Associates, Inc.

Developer's Firm Name: Johnson Development Associates, Inc.

Developer's Email Address: nbesch@johnsondevelopment.net

Telephone Number: 267-227-8079 Fax Number:

Developer's Mailing Address: 100 Dunbar Street, Ste. 400

Spartanburg, SC 29306

Developer's Physical Address: 100 Dunbar Street, Ste. 400

Spartanburg, SC 29306

CHAPTER 4 **WATER**

Section 450-I **Water System Schedule of Values** December 2010

Date: April 23, 2025

Contractor: SDC

Project: HAVEN AT DAVENPORT

PCU Project No.: LDRES-2022-62

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long				
2	Single Service, Short				
3	Double Service, Long				
4	Double Service, Short				
5	Blow-Off Assembly, Complete				
6	Fire Hydrant Assembly, Complete Including Branch Valve				
7					
8					
9					
10	4" PVC, AWWA C-900, DR 18, Blue				
11	4" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
12	4" Gate Valve Assembly, Complete				
13	4" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
14	4" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
15	4" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
16	4" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
17	4" Tee, CI, C153, Cement-Lined, Bituminous Coated				
18	4" Cross, DI, C153, Cement-Lined, Bituminous Coated				
19					
20	4" HDPE				
21					
22	6" PVC, AWWA C-900, DR 18, Blue				

23	6" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
24	6" Gate Valve Assembly, Complete				
25	6" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
26	6" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
27	6" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
28	6" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
29	6" Tee, DI, C153, Cement-Lined, Bituminous Coated				
30	6" Cross, DI, C153, Cement-Lined, Bituminous Coated				
31					
32	6" HDPE				
33	8" Master meter Assembly	1	EA	$52,000	$52,000.00
34	8" PVC, AWWA C-900, DR 18, Blue	859	LF	$53	$45,527.00
35	8" DIP, Pressure Class 350 Cement-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete	2	EA	$3,250	$6,500.00
37	8" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
38	8" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
39	8" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	2	EA	$638	$1,276.00
40	8" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
41	8" Tee, DI, C153, Cement-Lined, Bituminous Coated	1	EA	$1,715	$1,715.00
42	8" Cross, DI, C153, Cement-Lined, Bituminous Coated				
43	8" METER	1	EA	$14,000	$14,000.00
44	8" HDPE				
45					
46	10" PVC, AWWA C-900, DR 18, Blue				
47	10" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
48	10" Gate Valve Assembly, Complete				

49	10" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
50	10" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
51	10" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
52	10" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
53	10" Tee, DI, C153, Cement-Lined, Bituminous Coated				
54	10" Cross, DI, C153, Cement-Lined, Bituminous Coated				
55					
56	10" HDPE				
57					
58	12" PVC, AWWA C-900, DR 18, Blue				
59	12" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete				
61	12" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
62	12" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
63	12" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
64	12" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
65	12" Tee, DI, C153 Cement-Lined, Bituminous Coated				
66	12" Cross, DI, C153, Cement-Lined, Bituminous Coated				
67					
68	12" HDPE				
69					
70	16" PVC, AWWA C-905, DR 25, Blue				
71	16" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
72	16" Gate Valve Assembly, Complete				
73	16" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

74	16" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
75	16" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
76	16" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
77	16" Tee, DI, C153 Cement-Lined, Bituminous Coated				
78	16" Cross, DI, C153, Cement-Lined, Bituminous Coated				
79					
80	16" HDPE				
81					
82					
83					
84	18" PVC, AWWA C-905, DR 25, Blue				
85	18" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
86	18" Gate Valve Assembly, Complete				
87	18" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
88	18" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
89	18" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
90	18" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
91	18" Tee, DI, C153 Cement-Lined, Bituminous Coated				
92	18" Cross, DI, C153, Cement-Lined, Bituminous Coated				
93					
94	18" HDPE				
95					
96					
97					

Total Constructed Value: $ 121,018.00

CHAPTER 5 **WASTEWATER**

Section 550-J **Wastewater System Schedule of Valves** December 2010

Date: April 23, 2025

Contractor: SDC

Project: HAVEN AT DAVENPORT

PCU Project No.: LDRES-2022-62

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long				
2	Single Service, Short				
3	Double Service, Long				
4	Double Service, Short				
5	8" PVC, SDR-26, 0'-6' deep				
6	8" PVC, SDR-26, 6'-8' deep				
7	8" PVC, SDR-26, 8'-10' deep				
8	8" PVC, SDR-26, 10'-12' deep				
9	8" PVC, SDR-26, 12'-14' deep				
10	8" PVC, SDR-26, 14'-16' deep				
11	10" PVC, SDR-26, 0'-6' deep				
12	10" PVC, SDR-26, 6'-8' deep				
13	10" PVC, SDR-26, 8'-10' deep				
14	10" PVC, SDR-26, 10'-12' deep				
15	10" PVC, SDR-26, 12'-14' deep				
16	10" PVC, SDR-26, 14'-16' deep				
17	12" PVC, SDR-26, 0'-6' deep				
18	12" PVC, SDR-26, 6'-8' deep				
19	12" PVC, SDR-26, 8'-10' deep				
20	12" PVC, SDR-26, 10'-12' deep				
21	12" PVC, SDR-26, 12'-14' deep				
22	12" PVC, SDR-26, 14'-16' deep				
23	15" PVC, SDR-26, 0'-6' deep				
24	15" PVC, SDR-26, 6'-8' deep				
25	15" PVC, SDR-26, 8'-10' deep				
26	15" PVC, SDR-26, 10'-12' deep				
27	15" PVC, SDR-26, 12'-14' deep				
28	15" PVC, SDR-26, 14'-16' deep				
29	Standard Precast Manhole with Ring and Cover, 0'-6' deep				

30	Standard Precast Manhole with Ring and Cover, 6'-8' deep				
31	Standard Precast Manhole with Ring and Cover, 8'-10' deep				
32	Standard Precast Manhole with Ring and Cover, 10'-12' deep				
33	Standard Precast Manhole with Ring and Cover, 12'-14' deep				
34	Standard Precast Manhole with Ring and Cover, 14'-16' deep				
35	Pump Station, Duplex Complete				
36	Pump Station, Triplex Complete				
37	Standby Generator Set				
38	Odor Control System				
39					
40					
41	4" PVC, AWWA C-900, DR 18, Green	863	LF	$26	$22,438.00
42	4' DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
43	4" Gate Valve Assembly, Complete	4	EA	$2,100	$8,400.00
44	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
45	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
46	4" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated	2	EA	$750	$1,500.00
47	4" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
48	4" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
49	4" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
50					
51	4" HDPE				
52					
53	6" PVC, AWWA C-900, DR 18, Green				
54	6" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
55	6" Gate Valve Assembly, Complete				

56	6" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
57	6" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
58	6" 45 Degree Bend, DI, C153 Epoxy-Lined, Bituminous Coated				
59	6" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
60	6" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
61	6" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
62					
63	6" HDPE				
64					
65	8" PVC, AWWA C-900, DR 18, Green				
66	8" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
67	8" Gate Valve Assembly, Complete				
68	8" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
69	8" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
70	8" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
71	8" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
72	8" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
73	8" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
74					
75	8" HDPE				
76					
77	10" PVC, AWWA C-900, DR 18, Green				
78	10" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
79	10" Gate Valve Assembly, Complete				
80	10" 11 ¼ Degree Bend, DI, C153,				

	Epoxy-Lined, Bituminous Coated				
81	10" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
82	10" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
83	10" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
84	10" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
85	10" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
86					
87	10" HDPE				
88					
89	12" PVC, AWWA C-900, DR 18, Green				
90	12" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
91	12" Gate Valve Assembly, Complete				
92	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
93	12" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
94	12" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
95	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
96	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
97	12" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
98					
99	12" HDPE				

Total Constructed Value: $32,338.00

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Tobias Holton, Inspector

Project Name: Haven at Davenport

Project #: LDRES-2022-62

DATE: 8/14/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Agenda Item R.10. 1/20/2026

SUBJECT

Accept a one-year warranty and surety in the amount of $50,490.36 in the form of Maintenance Bond No. 800172042 for Haven at Davenport. (No Fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of $50,490.36 in the form of Maintenance Bond No. 800172042, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Haven at Davenport, per Utilities Code Section 4.03.B.2. This warranty is for a one-year period beginning with the Board's acceptance. This one-year warranty period begins on January 20, 2026 and ends on January 20, 2027.

RECOMMENDATION

Request Board accept a one-year warranty expiring on January 20, 2027 and a Maintenance Bond in the amount of $50,490.36 for Haven at Davenport.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

MAINTENANCE BOND Bond No. 800172042

KNOWN ALL MEN BY THESE PRESENTS, that We, Haven at Davenport, LLC, as Principal, and Atlantic Specialty Insurance Company a corporation organized and doing business under and by virtue of the laws of the State of New York and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the "County"), as Obligee, in the sum of Fifty Thousand Four Hundred Ninety Dollars*($ 50,490.36) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has pursuant to the Subdivision Agreement attached hereto and incorporated herein as Exhibit "A" constructed the following improvements Haven at Devenport LDRSES-2022-62, as further described in the Engineer's Cost Estimate, attached hereto and incorporated herein as Exhibit "B" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Haven at Davenport LDRSES-2022-62 platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHERAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of one (1) year(s) following the Bond Commencement Date (the "Warranty Period"), against all loss that Obligee may sustain resulting from defects in construction, design, workmanship, and materials (the "Defect");

2. If the Principal shall correct any Defect to the Improvements that is discovered during the Warranty Period; and

3. If the Principal shall faithfully perform the Subdivision Agreement at the times and in the manner prescribed in said Agreement;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

4. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

* and Thirty Six Cents

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

5. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

The Surety at: One Beacon Surety Group
One State Street Plaza, Floor 31
New York, NY 10004

The Principal at: Haven at Davenport, LLC
100 Dunbar St., Ste: 400
Spartanburg, SC 29306

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and the Surety have caused this Bond to be executed by their duly authorized officers this 2nd day of June, 20 25.

PRINCIPAL:

Haven at Devenport, LLC

Name of Corporation By: Johnson Development Associates Inc.

Its: Manager

By: _____

Jason C. Lynch

Printed Name

Title: vice president

(SEAL)

_____

Witness

Savannah Bell

Printed Name

_____

Witness

Jessica Jordan

Printed Name

SURETY:

Atlantic Specialty Insurance Company

Name of Corporation

By: Nicole S. Moon

Nicole S. Moon

Printed Name

Title: Attorney in fact

(SEAL)

_____

Witness

_____

Printed Name

_____

Witness

Mason Moon

Printed Name

(ATTACH POWER OF ATTORNEY)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On 6/2/25 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

personally appeared Nicole S. Moon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

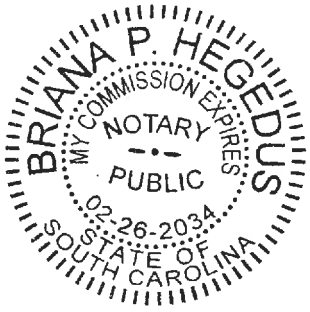
TINA S. SALAS
Notary Public - California
Sacramento County
Commission # 2409815
My Comm. Expires Jul 4, 2026

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

BEFORE ME, the undersigned authority, a Notary Public in and for the State of South Carolina, on this day personally appeared Brooks Cochran as Chief Financial Officer of Johnson Development Associates, Inc., the Haven at Davenport, LLC, is personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal this 18 day of June, 20 25.



Briana Hegedus
Notary for South Carolina

2/26/2034
Commission Expires

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **David A. Weise, Jose Lemus, Nicole S. Moon, Stephanie Agapoff**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of June, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Please direct bond verifications to surety@intactinsurance.com

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

April 24, 2025

Chrissy A. Irons
City of Polk County | Land Development Division
Development Coordinator II
330 W. Church Street (P.O. Box 9005, Drawer GM03)
Bartow, FL 33830

RE: HAVEN AT DAVENPORT (LDRES-2022-62)

Dear Chrissy:

The items listed below represent the public improvement costs for Haven at Davenport:

Description	Qty	Unit	Unit Price	Extended Price
Paving & Drainage				
12" stabilized subgrade	2874	SY	$8.00	$22,992.00
8" RCA Base	2410	SY	$28.00	$67,480.00
2" SP-9.5 AC - 2 lifts	2410	SY	$21.00	$50,610.00
Storm manhole	1	EA	$9,400.00	$9,400.00
Type 5 Inlet	6	EA	$7,250.00	$43,500.00
18" RCP	750	LF	$81.00	$60,750.00
F Curb	1,624	LF	$28.40	$46,121.60
4" Concrete Sidewalk	4734	SF	$10.00	$47,340.00
Striping & Signage	1	LS	$3,354.00	$3,354.00
			Paving & Drainage Subtotal:	$351,547.60
Please see attached SOV's for Public Utility Costs:				
Water				$121,018.00
Wastewater				$32,338.00
			Utilities Subtotal:	$153,356.00
			Total:	**$504,903.60**
		Maintenance Bond	**10%**	**$50,490.36**

If you have any questions please feel free to contact our office.

Sincerely,

Digitally signed by
David A Stokes
Date: 2025.04.24
12:36:59 -04'00'

David A. Stokes, P.E.
President
P.E. No. 66527

DAS/LS/nwm
H:\Data\220140\Construction Admin\Cost Certificates\Cost Certification - Polk County - 4-24-25

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www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Tobias Holton, Inspector

Project Name: Haven at Davenport

Project #: LDRES-2022-62

DATE: 8/14/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Agenda Item R.11. 1/20/2026

SUBJECT

Accept Legacy at Davenport Self Storage potable water, wastewater and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

DESCRIPTION

Legacy at Davenport Self Storage is a commercial development. This project received construction plan approval from Polk County on January 2, 2024, Legacy at Davenport Self Storage is located in the Northeast Regional Utility Service Area in S-12, T-26, R-27, and is located on Hart Road in Davenport, Florida. All requirements for acceptance of the Legacy at Davenport Self Storage potable water, wastewater and reclaim water utility system improvements have been met. The Land Development Division has reviewed all of the documentation presented and recommends acceptance of these improvements.

RECOMMENDATION

Request Board accept the potable water, wastewater and reclaim water utility system improvements of Legacy at Davenport Self Storage for ownership, operation, and maintenance responsibilities by Polk County Utilities.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

UTILITIES DIVISION_LAND DEVELOPMENT DIVISION
SYSTEM ACCEPTANCE FISCAL INFORMATION SHEET
(Auditing submittal with supporting documentation after Board acceptance of systems)

PROJECT INFORMATION

Project Name:	Legacy at Davenport Self Storage		
County Project DMS #	LDNON-2023-104	PCUMD Project #	2023-29-20-0
Developer Name:	Davenport Self Storage, LLC		
Developer Address:	21500 Biscayne Blvd., Ste 402		
	Aventura, FL 33180		
Contact Person & Phone No.	Julia Bavtler (954) 455-0336		

SYSTEM(S) ACCEPTED BY UTILITIES DIVISION

Wastewater:	X	Reclaimed Water:	X	Potable Water:	X
Commencement Date of County Operation of System(s):				08/27/25	
Date of Acceptance by Board of County Commissioners:				01/20/26	

SYSTEM VALUE AND REIMBURSEMENT INFORMATION

System Value			
	On Site	Off Site	
Wastewater*	$769.30	$0.00	$769.30
Reclaimed Water*	$3,617.89	$0.00	$3,617.89
Potable Water*	$11,388.12	$0.00	$11,388.12
Land**	$0.00	$0.00	
Total system value			$15,775.31

Cash Payment by Developer to County	
Reimbursements	
From wastewater connection fees	$0.00
From reclaimed water connection fees	$0.00
From potable water connection fees	$0.00
Total connection fee reimbursement	$0.00
Cash for wastewater improvements***	$0.00
Cash for reclaimed water improvements***	$0.00
Cash for potable water improvements***	$0.00
Cash for land***	$0.00
Total cash reimbursement***	$0.00

Summary of System Value and Reimbursements	$0.00
Total system value	$15,775.31
Total connection fee reimbursement	$0.00
Total cash reimbursement	
System contribution value****	$15,775.31

*In accordance with construction schedule of values
**In accordance with Property Appraiser records if land not purchased
***Paid upon system acceptance by Board and invoice approval by Auditor to Board
****Total system value less total connection fee and cash reimbursements

SUPPORTING DOCUMENTATION

Documents	Applicable	Attached
Developer's Letter of Dedication	X	X
Engineer's Certificate of Certification	X	X
Contractor's Letter of Certification	X	X
Construction schedule of values (water, wastewater and/or reclaimed water)	X	X
Copy of New Development Information Sheet	X	X
Final Inspector's Letter	X	X
Agenda item accepting system(s)	X	X
Original Developer's Affidavit of Costs*	NA	NA
Original Contractor's Affidavit of Charges*	NA	NA
Copy of agreement with developer, if applicable*	NA	NA
*Applicable only if agreement exists	NA	NA

Prepared by: Chrissy Irons Date: 12/24/25

SVC 3/17/2016

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-E

Engineer of Record's Letter of Certification

Project: Legacy at Davenport Self Storage

PCU Project No.: LDNON-2023-104

I, as ENGINEER OF RECORD for the above subject project, hereby certify to PCU that all applicable water, wastewater, and/or reclaimed water systems constructed as part of, and in conjunction with the subject project are completed in conformance with the Construction Plans as approved by PCU and all State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for PCU acceptance, ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve covers, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

Engineer's Signature Date: August 14, 2025

Engineer's Typed Name: Eric P. Lagassey, P.E.

Florida P. E. Registration Number: 57514

Engineer's Firm Name: Kimley-Horn and Associates

Engineer's Mailing Address:
200 S Orange Ave Suite 600
Orlando, FL 32801

Engineer's Physical Address:
200 S Orange Ave Suite 600
Orlando, FL 32801

Telephone Number: 407-768-3229

Fax Number:

ERIC PAUL LAGASSEY LICENSE No 57514 STATE OF FLORIDA PROFESSIONAL ENGINEER
Affix Seal

Eric Lagassey
Digitally signed by Eric Lagassey
DN: cn=Eric Lagassey, c=US, o=KIMLEY-HORN AND ASSOCIATES INC, email=eric.lagassey@kimley-horn.com
Date: 2025.08.14 13:58:25 -04'00'

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-F**

Contractor's Letter of Certification

Project: Legacy at Davenport Self Storage

PCU Project No.: LDNON-2023-104

I, as the CONTRACTOR for the above subject project, hereby certify to PCU that the Water ☑, wastewater ☑, and/or reclaimed water ☑ system (check all that apply) constructed as part of, and in conjunction with the above subject project are completed and in conformance with the Construction Plans approved by PCU, and State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for County acceptance for PCU to take ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve lids, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

All construction materials and workmanship is warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Contractor's Signature Date: August 19, 2025

Contractor's Typed Name: Jason Clark

Florida License Number: CBC-1263305

Contractor's Firm Name: ICS Materials, Inc.

Contractor's Mailing Address:

16301 Palm Beach Blvd.#3

Alva, FL 33920

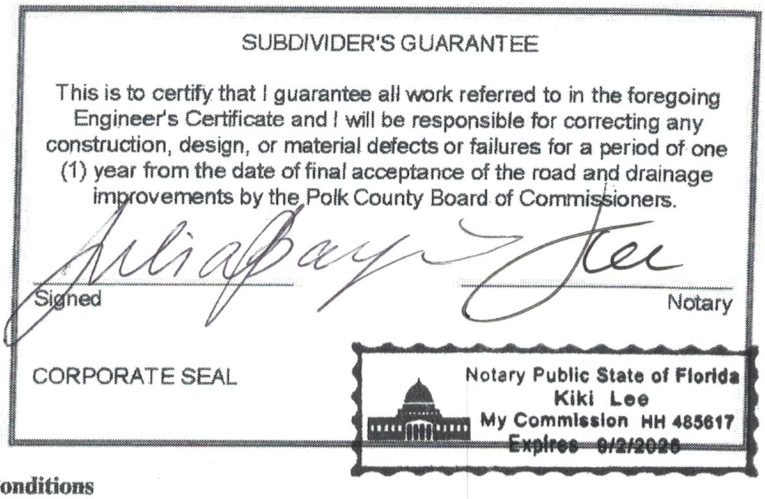
Contractor's Physical Address:

16301 Palm Beach Blvd. #3

Alva, FL 33920

Telephone Number: 239-839-0862

Fax Number:



D. **Special Conditions**

If the County Engineer determines that special conditions encountered during design or construction make normal inspection and testing insufficient to assure structural integrity, the time period for which a guarantee security must remain in force may be extended to a maximum of five years from date of acceptance of plat improvements if:

1. Marginal soils are used in construction.
2. Application of geotextile material precludes the removal of unsuitable material.
3. Construction practices result from experimental design concepts.

Section 809 Final Plat Approval and Recording

A. **Approval**

Upon recommendation of the final plat by County staff, the BoCC may approve or disapprove the final plat and any legal instruments.

B. **Cost**

The actual cost of recording and preparing all required prints and reproductions shall be paid by the applicant.

Section 810 Re-plats and Modifications

A. **Vacating and Re-platting**

Whenever land comprising all or part of an existing plat of record is proposed as all or part of a new plat, it shall be in accordance with the procedures as set forth in F.S. ch. 177.

B. **Revision of Final Plat After Board Approval**

No changes, erasures, modifications or revisions shall be made on any final plat after approval has been given, unless the plat is resubmitted to the BoCC for its approval. This shall not affect the right

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-D

Developer's Letter of Dedication & Statement of Warranty

Project: Legacy at Davenport Self Storage

PCU Project No.: LDNON-2023-104

I, as the DEVELOPER of the above subject project, hereby dedicate to PCU all applicable water, wastewater, and/or reclaimed water systems constructed as part of, and in conjunction with the subject project for ownership, operation, and maintenance responsibility. Further, I certify that all bills relative to this project have been paid, and there are no liens or other encumbrances against the project.

All construction, materials, and workmanship are warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Developer's Signature Date: 8/13/2025

Developer's Typed Name: Julia Baytler

Developer's Firm Name: Davenport Self Storage II, LLC

Telephone Number: 954-455-0336 Fax Number:

Developer's Mailing Address: 21500 Biscayne Boulevard Suite 402

Aventura, FL 33180

Developer's Physical Address: 21500 Biscayne Boulevard Suite 402

Aventura, FL 33180

Water System Schedule of Values

Date: August 11, 2025
Contractor: ICS Materials, Inc.
Project: Legacy at Davenport Self Storage
PCU Project No.: LDNON-2023-104

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long				
2	Single Service, Short				
3	Double Service, Long				
4	Double Service, Short				
5	Blow-Off Assembly, Complete				
6	Fire Hydrant Assembly, Complete Including Branch Valve				
7	2" 90 Degree Bend	1	EA	$88.10	$88.10
8	2" PVC, AWWA C-900, DR18, BLUE	13	LF	$6.25	$81.25
9	2" Gate Valve Assembly, Complete	1	EA	$2,181.00	$2,181.00
10	4" PVC, AWWA C-900, DR 18, Blue				
11	4" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
12	4" Gate Valve Assembly, Complete				
13	4" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
14	4" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
15	4" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
16	4" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
17	4" Tee, CI, C153, Cement-Lined, Bituminous Coated				
18	4" Cross, DI, C153, Cement-Lined, Bituminous Coated				
19					
20	4" HDPE				
21					
22	6" PVC, AWWA C-900, DR 18, Blue				
23	6" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
24	6" Gate Valve Assembly, Complete				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
25	6" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
26	6" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
27	6" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
28	6" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
29	6" Tee, DI, C153, Cement-Lined, Bituminous Coated				
30	6" Cross, DI, C153, Cement-Lined, Bituminous Coated				
31					
32	6" HDPE				
33					
34	8" PVC, AWWA C-900, DR 18, Blue				
35	8" DIP, Pressure Class 350 Cement-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete				
37	8" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
38	8" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
39	8" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
40	8" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
41	8" Tee, DI, C153, Cement-Lined, Bituminous Coated				
42	8" Cross, DI, C153, Cement-Lined, Bituminous Coated				
43					
44	8" HDPE				
45					
46	10" PVC, AWWA C-900, DR 18, Blue	59	LF	$51.03	$3010.77
47	10" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
48	10" Gate Valve Assembly, Complete	1	EA	$3,655.00	$3,655.00
49	10" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
50	10" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
51	10" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	4	EA	$460.00	$1840.00
52	10" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
53	10" Tee, DI, C153, Cement-Lined, Bituminous Coated				
54	10" Cross, DI, C153, Cement-Lined, Bituminous Coated				
55	10"X2" Tee, DI, C153, Cement-Lined, Bituminous Coated	1	EA	$532.00	$532.00
56	10" HDPE				
57					
58	12" PVC, AWWA C-900, DR 18, Blue				
59	12" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete				
61	12" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
62	12" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
63	12" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
64	12" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
65	12" Tee, DI, C153 Cement-Lined, Bituminous Coated				
66	12" Cross, DI, C153, Cement-Lined, Bituminous Coated				
67					
68	12" HDPE				
69					
70	16" PVC, AWWA C-905, DR 25, Blue				
71	16" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
72	16" Gate Valve Assembly, Complete				
73	16" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
74	16" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
75	16" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
76	16" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
77	16" Tee, DI, C153 Cement-Lined, Bituminous Coated				
78	16" Cross, DI, C153, Cement-Lined, Bituminous Coated				
79					
80	16" HDPE				
81					
82					
83					
84	18" PVC, AWWA C-905, DR 25, Blue				
85	18" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
86	18" Gate Valve Assembly, Complete				
87	18" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
88	18" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
89	18" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
90	18" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
91	18" Tee, DI, C153 Cement-Lined, Bituminous Coated				
92	18" Cross, DI, C153, Cement-Lined, Bituminous Coated				
93					
94	18" HDPE				
95					
96					
97					
			Total Constructed Value: $		$11.388.12

Reviewer: Date:

Comments

Wastewater System Schedule of Values

Date: August 8, 2025
Contractor: ICS Materials, inc.
Project: Legacy at Davenport Self Storage
PCU Project No.: LDNON-2023-104

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long				
2	Single Service, Short				
3	Double Service, Long				
4	Double Service, Short				
5	8" PVC, SDR-26, 0'-6' deep				
6	8" PVC, SDR-26, 6'-8' deep	35	LF	$21.98	$769.30
7	8" PVC, SDR-26, 8'-10' deep				
8	8" PVC, SDR-26, 10'-12' deep				
9	8" PVC, SDR-26, 12'-14' deep				
10	8" PVC, SDR-26, 14'-16' deep				
11	10" PVC, SDR-26, 0'-6' deep				
12	10" PVC, SDR-26, 6'-8' deep				
13	10" PVC, SDR-26, 8'-10' deep				
14	10" PVC, SDR-26, 10'-12' deep				
15	10" PVC, SDR-26, 12'-14' deep				
16	10" PVC, SDR-26, 14'-16' deep				
17	12" PVC, SDR-26, 0'-6' deep				
18	12" PVC, SDR-26, 6'-8' deep				
19	12" PVC, SDR-26, 8'-10' deep				
20	12" PVC, SDR-26, 10'-12' deep				
21	12" PVC, SDR-26, 12'-14' deep				
22	12" PVC, SDR-26, 14'-16' deep				
23	15" PVC, SDR-26, 0'-6' deep				
24	15" PVC, SDR-26, 6'-8' deep				
25	15" PVC, SDR-26, 8'-10' deep				
26	15" PVC, SDR-26, 10'-12' deep				
27	15" PVC, SDR-26, 12'-14' deep				
28	15" PVC, SDR-26, 14'-16' deep				
29	Standard Precast Manhole with Ring and Cover, 0'-6' deep				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
30	Standard Precast Manhole with Ring and Cover, 6'-8' deep				
31	Standard Precast Manhole with Ring and Cover, 8'-10' deep				
32	Standard Precast Manhole with Ring and Cover, 10'-12' deep				
33	Standard Precast Manhole with Ring and Cover, 12'-14' deep				
34	Standard Precast Manhole with Ring and Cover, 14'-16' deep				
35	Pump Station, Duplex Complete				
36	Pump Station, Triplex Complete				
37	Standby Generator Set				
38	Odor Control System				
39					
40					
41	4" PVC, AWWA C-900, DR 18, Green				
42	4' DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
43	4" Gate Valve Assembly, Complete				
44	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
45	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
46	4" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
47	4" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
48	4" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
49	4" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
50					
51	4" HDPE				
52					

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
53	6" PVC, AWWA C-900, DR 18, Green				
54	6" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
55	6" Gate Valve Assembly, Complete				
56	6" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
57	6" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
58	6" 45 Degree Bend, DI, C153 Epoxy-Lined, Bituminous Coated				
59	6" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
60	6" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
61	6" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
62					
63	6" HDPE				
64					
65	8" PVC, AWWA C-900, DR 18, Green				
66	8" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
67	8" Gate Valve Assembly, Complete				
68	8" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
69	8" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
70	8" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
71	8" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
72	8" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
73	8" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
74					
75	8" HDPE				
76					
77	10" PVC, AWWA C-900, DR 18, Green				
78	10" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
79	10" Gate Valve Assembly, Complete				
80	10" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
81	10" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
82	10" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
83	10" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
84	10" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
85	10" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
86					
87	10" HDPE				
88					
89	12" PVC, AWWA C-900, DR 18, Green				
90	12" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
91	12" Gate Valve Assembly, Complete				
92	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
93	12" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
94	12" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
95	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
96	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
97	12" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
98					
99	12" HDPE				
			Total Constructed Value: $		$769.30

Reviewer: Date:

Comments

RECLAIMED WATER SCHEDULE OF VALUES

Date: August 11, 2025
Contractor: ICS Materials, Inc.
Project: Legacy at Davenport Self Storage
PCU Project No.: LDNON-2023-104

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long				
2	Single Service, Short				
3	Double Service, Long				
4	Double Service, Short				
5	Blow-Off Assembly, Complete				
6					
7					
8					
9	3" PVC SDR21 PR200 PURPLE	60	LF	$8.06	$483.60
10	4" PVC, AWWA C-900, DR 18, Purple	20	LF	$15.00	$300.00
11	4" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
12	4" Gate Valve Assembly, Complete				
13	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
14	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
15	4" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
16	4" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
17	4" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
18	4" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
19	8"x4" TAP ASSEMBLY	1	EA	$2,834.29	$2,834.29
20	4" HDPE				
21					
22	6" PVC, AWWA C-900, DR 18, Purple				

RECLAIMED WATER SCHEDULE OF VALUES

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
23	6" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
24	6" Gate Valve Assembly, Complete				
25	6" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
26	6" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
27	6" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
28	6" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
29	6" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
30	6" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
31					
32	6" HDPE				
33					
34	8" PVC, AWWA C-900, DR 18, Purple				
35	8" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete				
37	8" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
38	8" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
39	8" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
40	8" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
41	8" Tee, DI, C153, Epoxy-Lined d, Bituminous Coated				
42	8" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
43					

RECLAIMED WATER SCHEDULE OF VALUES

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
44	8" HDPE				
45					
46	10" PVC, AWWA C-900, DR 18, Purple				
47	10" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
48	10" Gate Valve Assembly, Complete				
49	10" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
50	10" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
51	10" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
52	10" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
53	10" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
54	10" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
55					
56	10" HDPE				
57					
58	12" PVC, AWWA C-900, DR 18, Purple				
59	12" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete				
61	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
62	12" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				

RECLAIMED WATER SCHEDULE OF VALUES

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
63	12" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
64	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
65	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
66	12" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
67					
68	12" HDPE				
69					
70	16" PVC, AWWA C-905, DR 25, Purple				
71	16" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
72	16" Gate Valve Assembly, Complete				
73	16" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
74	16" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
75	16" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
76	16" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
77	16" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
78	16" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
79					
80	16" HDPE				

Total Constructed Value: $ $3,617.89

Reviewer: Date:

Comments

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Tobias Holton, Inspector

Project Name: Legacy at Davenport Self Storage

Project #: LDNON-2023-104

DATE: 8/26/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.12. 1/20/2026

SUBJECT

Accept a one-year warranty and surety in the amount of $1,577.53 in the form of Maintenance Bond No. GM250521 Legacy at Davenport Self Storage. (No fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of $1,577.53 in the form of Maintenance Bond No. GM250521, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Legacy at Davenport Self Storage per Utilities Code Section 4.03.B.2. This warranty is for a one-year period beginning with the Board's acceptance. This one-year warranty period begins on January 20, 2026 and ends on January 20, 2027.

RECOMMENDATION

Request Board accept a one-year warranty expiring on January 20, 2027 and a Maintenance Bond in the amount of $1,577.53 for Legacy at Davenport Self Storage.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

COMMERCIAL MAINTENANCE BOND

Bond No. GM250521

KNOWN ALL MEN BY THESE PRESENTS, That we, Davenport Self Storage II, LLC, as Principal, and Great Midwest Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of One Thousand Five Hundred Seventy Seven Dollars and Fifty Three Cents ($1,577.53) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") for the Legacy at Davenport Self Storage, LLC as filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect"); and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:
Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, TX 77024

The Principal at:
Davenport Self Storage II, LLC
21500 Biscayne Boulevard 4th Floor, Suite 402
Aventura, FL 33180

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 2nd day of September, 2025.

Witness
Eric Strickland
Printed Name

Witness
Kikilee
Printed Name

PRINCIPAL:

Davenport Self Storage II, LLC
Name of Corporation

By:
Julia Baytler
Printed Name
Title:
(SEAL)

Witness
Julie Caporale
Printed Name

Witness
Kailee Rosenhaus
Printed Name

SURETY:

Great Midwest Insurance Company
Name of Corporation

By:
Brett Rosenhaus
Printed Name Brett M. Rosenhaus
Title: Attorney-In-Fact
(SEAL)

(Attach power of attorney)

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY – CORPORATE SEAL – TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC – STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 2nd Day of September 2025.

GREAT MIDWEST INSURANCE COMPANY – CORPORATE SEAL – TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

EXHIBIT "A"

Kimley»Horn

Engineer's Opinion of Probable Costs

Kimley-Horn and Associates, Inc.
200 South Orange Ave., Suite 600
Orlando, Florida 32801
Ph: 407-898-1511
Fax: 407-894-4791

Project: **Legacy at Davenport Slef Storage**
LDNON-2023-104

KHA Project No. 249000001

Date: 8/12/2025

Note: ***The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.***

PUBLIC Potable Water, Reclaimed Water and Wastewater

Item No.	Description	Quantity	Unit	Unit Price	TOTALS
1	10" PVC Water Main Potable Water (PW)	59	LF	$51.03	$3,010.77
2	10" Gate Valve Assembly, Complete, PW	1	EA	$3,655.00	$3,655.00
4	10" 45 Degree Bend, PW	4	EA	$460.00	$1,840.00
5	10"x2" Tee, PW	1	EA	$532.00	$532.00
6	2" PVC Water main, PW	13	LF	$6.25	$81.25
7	2" 90 Degree Bend, PW	1	SF	$88.10	$88.10
8	2" Gate Valve Assembly, Complete, PW	1	EA	$2,181.00	$2,181.00
9	4" PVC C-900 DR-18 Reclaimed Water (RW)	20	LF	$15.00	$300.00
10	3" PVC SDR21 PR200 RW	60	LF	$8.06	$483.60
11	8"X4" Tap Assembly RW	1	EA	$2,834.29	$2,834.29
12	8" PVC SDR-26 6'-8' Wastewater (WW)	35	LF	$21.98	$769.30
				Sub-Total	***$15,775.31***

SUBTOTAL	**$15,775.31**
10% WARRANTY DUE	**$1,577.53**

Eric Lagassey

Digitally signed by Eric Lagassey
DN: cn=Eric Lagassey, c=US, o=KIMLEY-HORN AND ASSOCIATES INC, email=eric.lagassey@kimley-horn.com
Date: 2025.08.14 12:33:40 -04'00'

Eric P.Lagassey, P.E.
FL P.E. #57514

Kimley»Horn

Engineer's Opinion of Probable Costs

Kimley-Horn and Associates, Inc.
200 South Orange Ave., Suite 600
Orlando, Florida 32801
Ph: 407-898-1511
Fax: 407-894-4791

Project: **Legacy at Davenport Slef Storage**
LDNON-2023-104

KHA Project No. 249000001

Date: 8/12/2025

Note: ***The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.***

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6	2" PVC Water main, PW	13	LF	$6.25	$81.25
7	2" 90 Degree Bend, PW	1	SF	$88.10	$88.10
8	2" Gate Valve Assembly, Complete, PW	1	EA	$2,181.00	$2,181.00
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10	3" PVC SDR21 PR200 RW	60	LF	$8.06	$483.60
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12	8" PVC SDR-26 6'-8' Wastewater (WW)	35	LF	$21.98	$769.30
				Sub-Total	***$15,775.31***

SUBTOTAL	**$15,775.31**
10% WARRANTY DUE	**$1,577.53**

Eric Lagassey

Digitally signed by Eric Lagassey
DN: cn=Eric Lagassey, c=US, o=KIMLEY-HORN AND ASSOCIATES INC, email=eric.lagassey@kimley-horn.com
Date: 2025.08.14 12:33:40 -04'00'

Eric P.Lagassey, P.E.
FL P.E. #57514

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
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www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Tobias Holton, Inspector

Project Name: Legacy at Davenport Self Storage

Project #: LDNON-2023-104

DATE: 8/26/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.13. 1/20/2026

SUBJECT

Accept Stein US 98 Self Storage potable water and wastewater utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

DESCRIPTION

Stein US 98 Self Storage is a commercial development. This project received construction plan approval from Polk County on September 15, 2022, Stein US 98 Self Storage is located in the Northwest Regional Utility Service Area in S-23, T-27, R-23, and is located on US Highway 98 in Lakeland, Florida. All requirements for acceptance of the Stein US 98 Self Storage potable water and wastewater utility system improvements have been met. The Land Development Division has reviewed all of the documentation presented and recommends acceptance of these improvements.

RECOMMENDATION

Request Board accept the potable water, wastewater and reclaim water utility system improvements of Stein US 98 Self Storage for ownership, operation, and maintenance responsibilities by Polk County Utilities.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

UTILITIES DIVISION_LAND DEVELOPMENT DIVISION
SYSTEM ACCEPTANCE FISCAL INFORMATION SHEET
(Auditing submittal with supporting documentation after Board acceptance of systems)

PROJECT INFORMATION

Project Name:	Stein US 98 Self Storage		
County Project DMS #	LDNON-2022-224	PCUMD Project #	
Developer Name:	Stein Investment Group, LLC		
Developer Address:	5607 Glenridge Drive, Suite 200		
	Atlanta, GA 30342		
Contact Person & Phone No.	Steve Henry (678) 233-8466		

SYSTEM(S) ACCEPTED BY UTILITIES DIVISION

Wastewater:	X	Reclaimed Water:		Potable Water:	X
Commencement Date of County Operation of System(s):			04/29/25		
Date of Acceptance by Board of County Commissioners:			01/20/26		

SYSTEM VALUE AND REIMBURSEMENT INFORMATION

System Value			
	On Site	Off Site	
Wastewater*	$7,750.00	$0.00	$7,750.00
Reclaimed Water*	$0.00	$0.00	$0.00
Potable Water*	$13,000.00	$0.00	$13,000.00
Land**	$0.00	$0.00	
Total system value			$20,750.00

Cash Payment by Developer to County	
Reimbursements	
From wastewater connection fees	$0.00
From reclaimed water connection fees	$0.00
From potable water connection fees	$0.00
Total connection fee reimbursement	$0.00
Cash for wastewater improvements***	$0.00
Cash for reclaimed water improvements***	$0.00
Cash for potable water improvements***	$0.00
Cash for land***	$0.00
Total cash reimbursement***	$0.00

Summary of System Value and Reimbursements	$0.00
Total system value	$20,750.00
Total connection fee reimbursement	$0.00
Total cash reimbursement	
System contribution value****	$20,750.00

*In accordance with construction schedule of values
**In accordance with Property Appraiser records if land not purchased
***Paid upon system acceptance by Board and invoice approval by Auditor to Board
****Total system value less total connection fee and cash reimbursements

SUPPORTING DOCUMENTATION

Documents	Applicable	Attached
Developer's Letter of Dedication	X	X
Engineer's Certificate of Certification	X	X
Contractor's Letter of Certification	X	X
Construction schedule of values (water, wastewater and/or reclaimed water)	X	X
Copy of New Development Information Sheet	X	X
Final Inspector's Letter	X	X
Agenda item accepting system(s)	X	X
Original Developer's Affidavit of Costs*	NA	NA
Original Contractor's Affidavit of Charges*	NA	NA
Copy of agreement with developer, if applicable*	NA	NA
*Applicable only if agreement exists	NA	NA

Prepared by: Chrissy Irons Date: 12/23/25

SVC 3/17/2016

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-E

Engineer of Record's Letter of Certification

Project: US 98 Self Storage

PCU Project No.: LDNON-2022-224

I, as ENGINEER OF RECORD for the above subject project, hereby certify to PCU that all applicable water, wastewater, and/or reclaimed water systems constructed as part of, and in conjunction with the subject project are completed in conformance with the Construction Plans as approved by PCU and all State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for PCU acceptance, ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve covers, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

Engineer's Signature Date: 03/10/2025

Engineer's Typed Name: Jason A. Alligood

Florida P. E. Registration Number: 71103

Engineer's Firm Name: Kimley-Horn and Associates, Inc.

Engineer's Mailing Address:
109 S Kentucky Ave
Lakeland, FL 33801

Engineer's Physical Address:
109 S Kentucky Ave
Lakeland, FL 33801

Telephone Number: 863-274-2261

Fax Number:

JASON A. ALLIGOOD, P.E., STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 71103
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLIGOOD, P.E. ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

JASON A ALLIGOOD
LICENSE
No. 71103
Affix Seal
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-F**

Contractor's Letter of Certification

Project: US 98 Storage

PCU Project No.: LDNON-2022-224

I, as the CONTRACTOR for the above subject project, hereby certify to PCU that the Water ☒, wastewater ☒, and/or reclaimed water ☐ system (check all that apply) constructed as part of, and in conjunction with the above subject project are completed and in conformance with the Construction Plans approved by PCU, and State of Florida construction permit conditions. These utility systems are complete, functional, ready to be placed into operation to provide service to the public, and ready for County acceptance for PCU to take ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all utility system information, to include: each and every water, wastewater, and reclaimed water service, tap, clean-out, valve, fire hydrant, fitting, casing, and pipe referenced either from at least two fixed and easily found reference points (e.g., property corners, manhole lids, valve lids, etc.) or by the use of stations and offsets from the center of wastewater manholes or inline valves, as applicable. Depths, material specifications, and sizes of pipes, valves, and fittings are indicated on the Record Drawings. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat. Horizontal dimensions and distances shown are within 0.1 foot accuracy. Vertical dimensions, elevations, and distances are within 0.1 foot accuracy.

All construction materials and workmanship is warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Contractor's Signature Date: 1/13/2025

Contractor's Typed Name: Mike Waldron

Florida License Number: CUC

Contractor's Firm Name: Earth Tech Services Corp.

Contractor's Mailing Address:
6730 Industrial Avenue
Port Richey, FL 34668

Contractor's Physical Address:
6730 Industrial Avenue.
Port Richey, FL 34668

Telephone Number: 727-846-9525

Fax Number:

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-D

Developer's Letter of Dedication & Statement of Warranty

Project: LDNON-2022-224

PCU Project No.: _____

I, as the DEVELOPER of the above subject project, hereby dedicate to PCU all applicable water, wastewater, and/or reclaimed water systems constructed as part of, and in conjunction with the subject project for ownership, operation, and maintenance responsibility. Further, I certify that all bills relative to this project have been paid, and there are no liens or other encumbrances against the project.

All construction, materials, and workmanship are warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Developer's Signature Date: 10/3/2024

Developer's Typed Name: Steve Henry

Developer's Firm Name: Stein Investment Group, LLC

Telephone Number: 678.233.8466 Fax Number: _____

Developer's Mailing Address: 5607 Glenridge Drive, Suite 200

Atlanta, GA 30342

Developer's Physical Address: 5607 Glenridge Drive, Suite 200

Atlanta, GA 30342

CHAPTER 4 **WATER** **Section 450-I**

Water System Schedule of Values

Date: 11-27-24

Contractor: Earth Tech Services Corp with Bay to Bay Properties

Project: TSS US 98 Lakeland

PCU Project No.: LDNON-2022-224

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long				
2	Single Service, Short				
3	Double Service, Long				
4	Double Service, Short				
5	Blow-Off Assembly, Complete				
6	Fire Hydrant Assembly, Complete Including Branch Valve				
7					
8	2" PVC AWWA C-900 DR 18 Blue	10	LF	50	500
9	2" Gate Valve Assembly	3	Assembly	1500	4500
10	4" PVC, AWWA C-900, DR 18, Blue				
11	4" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
12	4" Gate Valve Assembly, Complete				
13	4" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
14	4" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
15	4" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
16	4" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
17	4" Tee, CI, C153, Cement-Lined, Bituminous Coated				
18	4" Cross, DI, C153, Cement-Lined, Bituminous Coated				
19					
20	4" HDPE				
21					
22	6" PVC, AWWA C-900, DR 18, Blue	40	LF	75	3000
23	6" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
24	6" Gate Valve Assembly, Complete	2	Assembly	2500	5000

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
25	6" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
26	6" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
27	6" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
28	6" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
29	6" Tee, DI, C153, Cement-Lined, Bituminous Coated				
30	6" Cross, DI, C153, Cement-Lined, Bituminous Coated				
31					
32	6" HDPE				
33					
34	8" PVC, AWWA C-900, DR 18, Blue				
35	8" DIP, Pressure Class 350 Cement-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete				
37	8" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
38	8" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
39	8" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
40	8" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
41	8" Tee, DI, C153, Cement-Lined, Bituminous Coated				
42	8" Cross, DI, C153, Cement-Lined, Bituminous Coated				
43					
44	8" HDPE				
45					
46	10" PVC, AWWA C-900, DR 18, Blue				
47	10" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
48	10" Gate Valve Assembly, Complete				
49	10" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
50	10" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
51	10" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
52	10" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
53	10" Tee, DI, C153, Cement-Lined, Bituminous Coated				
54	10" Cross, DI, C153, Cement-Lined, Bituminous Coated				
55					
56	10" HDPE				
57					
58	12" PVC, AWWA C-900, DR 18, Blue				
59	12" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
60	12" Gate Valve Assembly, Complete				
61	12" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
62	12" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
63	12" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
64	12" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
65	12" Tee, DI, C153 Cement-Lined, Bituminous Coated				
66	12" Cross, DI, C153, Cement-Lined, Bituminous Coated				
67					
68	12" HDPE				
69					
70	16" PVC, AWWA C-905, DR 25, Blue				
71	16" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
72	16" Gate Valve Assembly, Complete				
73	16" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
74	16" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				

Water System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
75	16" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
76	16" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
77	16" Tee, DI, C153 Cement-Lined, Bituminous Coated				
78	16" Cross, DI, C153, Cement-Lined, Bituminous Coated				
79					
80	16" HDPE				
81					
82					
83					
84	18" PVC, AWWA C-905, DR 25, Blue				
85	18" DIP, Pressure Class 350, Cement-Lined, Bituminous Coated				
86	18" Gate Valve Assembly, Complete				
87	18" 11 ¼ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
88	18" 22 ½ Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
89	18" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
90	18" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
91	18" Tee, DI, C153 Cement-Lined, Bituminous Coated				
92	18" Cross, DI, C153, Cement-Lined, Bituminous Coated				
93					
94	18" HDPE				
95					
96					
97					

Total Constructed Value: $13,000.00

Reviewer: Date:

Comments

CHAPTER 5 **WASTEWATER** **Section 550-J**

Wastewater System Schedule of Values

Date: 11-27-24

Contractor: Earth Tech Services Corp with Bay to Bay Properties

Project: TSS US 98 Lakeland Project

PCU Project No.: LDNON-2022-224

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long				
2	Single Service, Short				
3	Double Service, Long				
4	Double Service, Short				
5	8" PVC, SDR-26, 0'-6' deep				
6	8" PVC, SDR-26, 6'-8' deep				
7	8" PVC, SDR-26, 8'-10' deep				
8	8" PVC, SDR-26, 10'-12' deep				
9	8" PVC, SDR-26, 12'-14' deep				
10	8" PVC, SDR-26, 14'-16' deep				
11	10" PVC, SDR-26, 0'-6' deep				
12	10" PVC, SDR-26, 6'-8' deep				
13	10" PVC, SDR-26, 8'-10' deep				
14	10" PVC, SDR-26, 10'-12' deep				
15	10" PVC, SDR-26, 12'-14' deep				
16	10" PVC, SDR-26, 14'-16' deep				
17	12" PVC, SDR-26, 0'-6' deep				
18	12" PVC, SDR-26, 6'-8' deep				
19	12" PVC, SDR-26, 8'-10' deep				
20	12" PVC, SDR-26, 10'-12' deep				
21	12" PVC, SDR-26, 12'-14' deep				
22	12" PVC, SDR-26, 14'-16' deep				
23	15" PVC, SDR-26, 0'-6' deep				
24	15" PVC, SDR-26, 6'-8' deep				
25	15" PVC, SDR-26, 8'-10' deep				
26	15" PVC, SDR-26, 10'-12' deep				
27	15" PVC, SDR-26, 12'-14' deep				
28	15" PVC, SDR-26, 14'-16' deep				
29	Standard Precast Manhole with Ring and Cover, 0'-6' deep				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
30	Standard Precast Manhole with Ring and Cover, 6'-8' deep				
31	Standard Precast Manhole with Ring and Cover, 8'-10' deep				
32	Standard Precast Manhole with Ring and Cover, 10'-12' deep				
33	Standard Precast Manhole with Ring and Cover, 12'-14' deep				
34	Standard Precast Manhole with Ring and Cover, 14'-16' deep				
35	Pump Station, Duplex Complete				
36	Pump Station, Triplex Complete				
37	Standby Generator Set				
38	Odor Control System				
39					
40	2" PE 4710 Force Main	15	LF	50	750
41	4" PVC, AWWA C-900, DR 18, Green				
42	4' DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
43	4" Gate Valve Assembly, Complete				
44	4" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
45	4" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
46	4" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
47	4" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
48	4" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
49	4" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
50	2"x6" Tap and Saddle	1	Assembly	4000	4000
51	4" HDPE				
52	Inline Check Valve	1	Valve	3000	3000

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
53	6" PVC, AWWA C-900, DR 18, Green				
54	6" DIP, Pressure Class 350, Epoxy-Lined, Bituminous Coated				
55	6" Gate Valve Assembly, Complete				
56	6" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
57	6" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
58	6" 45 Degree Bend, DI, C153 Epoxy-Lined, Bituminous Coated				
59	6" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
60	6" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
61	6" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
62					
63	6" HDPE				
64					
65	8" PVC, AWWA C-900, DR 18, Green				
66	8" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
67	8" Gate Valve Assembly, Complete				
68	8" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
69	8" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
70	8" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
71	8" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
72	8" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
73	8" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
74					
75	8" HDPE				
76					
77	10" PVC, AWWA C-900, DR 18, Green				
78	10" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
79	10" Gate Valve Assembly, Complete				
80	10" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
81	10" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
82	10" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
83	10" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
84	10" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
85	10" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
86					
87	10" HDPE				
88					
89	12" PVC, AWWA C-900, DR 18, Green				
90	12" DIP, Pressure Class 350 Epoxy-Lined, Bituminous Coated				
91	12" Gate Valve Assembly, Complete				
92	12" 11 ¼ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				

Wastewater System Schedule of Values

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
93	12" 22 ½ Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
94	12" 45 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
95	12" 90 Degree Bend, DI, C153, Epoxy-Lined, Bituminous Coated				
96	12" Tee, DI, C153, Epoxy-Lined, Bituminous Coated				
97	12" Cross, DI, C153, Epoxy-Lined, Bituminous Coated				
98					
99	12" HDPE				

Total Constructed Value: $ $7,750.00

Reviewer: Date:

Comments

SCADA Panel I/O Listing

Type 1 Control Panel

Typical Hardwired I/O Description	Digital Inputs	Digital Outputs	Analog Inputs	Analog Outputs
Control Power Alarm	1			
Control Valve Closed	1			
Control Valve Open	1			
Station Power Alarm	1			
Intrusion Alarm	1			
Main Surge Suppressor Fail	1			
Control Panel Surge Suppressor Fail	1			
UPS Fail	1			
Flow			1	
Pressure Influent			1	
Pressure Effluent			1	
Control Valve Position Feedback			1	
Control Valve Position Command				1
Used I/O	**8**	**0**	**4**	**1**
Estimated Spare I/O	**8**	**0**	**4**	**3**
TOTAL HARDWIRED I/O	**16**	**0**	**8**	**4**

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Stein US 98 Self Storage

Project #: LDNON-2022-224

DATE: 4/30/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.14. 1/20/2026

SUBJECT

Accept a one-year warranty and cash surety in the amount of $2,621.00 for Stein US 98 Self Storage. (No Fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and cash surety in the amount of $2,621.00, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Stein US 98 Self Storage, per Utilities Code Section 4.03.B.2. This warranty is for a one-year period beginning with the Board's acceptance. This one-year warranty period begins on January 20, 2026, and ends on January 20, 2027.

RECOMMENDATION

Request Board accept a one-year warranty expiring on January 20, 2027 and a cash surety in the amount of $2,621.00 for Stein US 98 Self Storage.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polk-county.net>

Kimley»Horn

January 7, 2025

Polk County Engineering
Polk County Land Development
PO Box 9005, Drawer CS05
Bartow, FL 33831

Project: US 98 Self Storage
PCU #: LDNON-2022-224

Dear Polk County,

Based on the Contractor's Schedule of Values, the Maintenance, Materials and workmanship Warranty or Bond improvements to be owned and maintained by Polk County for US 98 Self Storage should be $26,210.00 (see attached estimate). The 10% warranty amount required is $2,621.00.

Should you have any questions or require additional information, please contact me at 863-274-2261 or jason.alligood@kimley-horn.com

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC

Jason A. Alligood, P.E.
Senior Project Manager

JASON A ALLIGOOD
LICENSE
No. 71103
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
1/8/25

JASON A. ALLIGOOD, P.E., STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 71103

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLIGOOD, P.E. ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION FOR US 98 SELF STORAGE						
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**		**UNIT PRICE**		**AMOUNT**
I. DRIVEWAY						
1	2" SP-9.5 Asphaltic Concrete	12	TN	$ 175.00	$	2,100.00
2	12" Crushed Limerock Base	112	SY	$ 30.00	$	3,360.00
				DRIVEWAY TOTAL	**$**	**5,460.00**
II. SANITARY SEWER SYSTEM						
1	2" PE 4710 Force Main	15	LF	$ 50.00	$	750.00
2	2"x6" Tap and Saddle	1	EA	$ 4,000.00	$	4,000.00
3	Inline check Valve	1	EA	$ 3,000.00	$	3,000.00
				SANITARY SEWER SYSTEM TOTAL	**$**	**7,750.00**
III. POTABLE WATER SYSTEM						
1	2" PVC AWWA C-900 DR 18 Blue	10	LF	50.00		500.00
2	2" Gate Valve Assembly	3	EA	1,500.00		4,500.00
3	6" PVC, AWWA C-900 DR 18, Blue	40	LF	75.00		3,000.00
4	6" Gate Valve Assembly	2	EA	2,500.00		5,000.00
				POTABLE WATER SYSTEM TOTAL	**$**	**13,000.00**
SUMMARY						
I. DRIVEWAY					**$**	**5,460.00**
II. SANITARY SEWER SYSTEM					**$**	**7,750.00**
III. POTABLE WATER SYSTEM					**$**	**13,000.00**
				GRAND TOTAL	**$**	**26,210.00**
				10% FOR BOND	**$**	**2,621.00**

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POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Stein US 98 Self Storage

Project #: LDNON-2022-224

DATE: 4/30/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.15. 1/20/2026

SUBJECT

Approve the release of a surety in the amount of $204,189.96 in the form of Performance Bond No. SU1206969 Fifth Third Bank Champions Crossing. (No Fiscal Impact)

DESCRIPTION

On April 15, 2025, the Board accepted a performance surety bond in the amount of $204,189.96 for miscellaneous construction items. An inspection was performed on December 8, 2025, concerning the miscellaneous construction items. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Performance Bond No. SU1206969 in the amount of $204,189.96.

RECOMMENDATION

Request Board approve the release of Performance Bond No. SU1206969 in the amount of $204,189.96 for Fifth Third Bank Champions Crossing.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

COMMERCIAL PERFORMANCE BOND

Bond No. **SU1206969**

KNOWN ALL MEN BY THESE PRESENTS, That we, **iConstructors, LLC**, as Principal, and **Arch Insurance Company**, a corporation organized and doing business under and by virtue of the laws of the State of **Missouri** and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the aggregate sum of **Two Hundred Four Thousand *** (**$204,189.96**) Dollars (hereinafter the "Total Penal Sum"), for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

*** One Hundred Eighty Nine and 96/100**

WHEREAS, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), for the **Fifth Third Bank Champions Crossing** project located at **1200 Champions Dr., Davenport, FL 33897** (the "Project"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to provide this Bond to guarantee completion of the Improvements.

NOW, THEREFORE, the conditions of this Bond are as follows:

1. The Principal shall complete the Improvements in accordance with the Plans and LDC to the satisfaction of the Polk County Land Development Division by **December 31, 2025**, or such later date that the Obligee may approve in writing. The Bond shall commence upon the date of issue by the Surety and shall remain in full force and effect until the Obligee releases it (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.

2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the required Improvements within the time specified in Paragraph 1, above, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and

the Surety shall forthwith pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety:
Arch Insurance Company
Harborside 3
210 Hudson Street, Suite 200
Jersey City, NJ 07311

The Principal:
iConstructors, LLC
201 N. Franklin Street
Tampa, FL 33602

The Obligee:
Polk County, Land Development Division
330 W. Church St.
PO Box 9005—Drawer GM03
Bartow, FL 33831-9005

6. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or deletion to the Improvements shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the Improvements or the Plans, specifications and schedules.

THIS BOND DATED THE 12th DAY OF March, 20 25,
(the date of issue by the Surety).

PRINCIPAL:

Witness

Printed Name

Witness

Printed Name

iConstructors, LLC
Name of Corporation

By:

Printed Name KEVIN J. MURPHY
Title: CO-PRESIDENT
(SEAL)

SURETY:

Witness

Melissa Beckworth
Printed Name

Witness

Kari Schmorr
Printed Name

Arch Insurance Company
Name of Corporation

By:

James C. Congelio
Printed Name
Title: Attorney-In-Fact
(SEAL)

(Attach power of attorney)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anderson Glenn, James C. Congelio and James N. Congelio of Tampa, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof,** the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **17th day of April, 2024**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1166622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated April 17, 2024** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **12th day of March, 20 25**.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company
CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Shakuur Moore, Inspector

Project Name: Fifth Third Bank Champions Crossing

Project #: LDNON-2024-102

DATE: 12/8/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Agenda Item R.16. 1/20/2026

SUBJECT

Accept an eighteen-month warranty and surety in the amount of $2,713.50 in the form of Maintenance Bond No. SU1206969-M for Fifth Third Bank Champions Crossing. (No Fiscal Impact)

DESCRIPTION

This request is to accept an eighteen-month warranty and surety in the amount of $2,713.50 in the form of Maintenance Bond No. SU1206969-M, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Fifth Third Bank Champions Crossing per Land Development Code Section 909.D.6. This warranty is for an eighteen-month period beginning with the Board's acceptance. This one-year warranty period begins on January 20, 2025 and ends on July 20, 2027.

RECOMMENDATION

Request Board accept an eighteen-month warranty expiring on July 20, 2027, and a Maintenance Bond in the amount of $2,713.50 for Fifth Third Bank Champions Crossing.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

ENGINEER'S OPINION OF COST

Project:	FIFTH THIRD BANK - CHAMPIONS CROSSING	Sheet:	1 of 1
Location:	711 CHAMPIONS DRIVE, DAVENPORT, FL 33897	Project No.	15-330.00
OFF-SITE CONSTRUCTION COST ESTIMATE		Date:	11/10/2025
Basis for Estimate: __ Pre-design ___ Concept ___ Schematic ___ Des. Dev. ___FINAL ___Constr. Doc.		Estimator: DR	Checker DR
Client: Fifth Third Bank	Program: LDSUR-2025-142	Discipline: Civil	

Item	Description	Quantity	Units	Unit Cost	ESTIMATED COST
1	8" X 6" Tap and Gate Valve	1	EA	$ 7,500.00	$ 7,500.00
2	6" C900 DR-18 WM	5	LF	$ 37.00	$ 185.00
3	1" Poly WL	10	LF	$ 12.50	$ 125.00
4	6" Hydrant Assembly	1	EA	$ 8,500.00	$ 8,500.00
5	1" Gate Valve	1	EA	$ 650.00	$ 650.00
6	1" Water Meter	1	EA	$ 25.00	$ 25.00
7	1" RPBFP	1	EA	$ 3,200.00	$ 3,200.00
8	8" X 6" Tap and Gate Valve	1	EA	$ 650.00	$ 650.00
9	Misc Valves / Fittings / Testing	1	LS	$ 6,300.00	$ 6,300.00
				Total Off-Site Cost	$ 27,135.00
				Total Warranty Cost	**$ 2,713.50**

NISIT SAPPARKHAO LICENSE No 64085 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Nisit Sapparkhao
Date: 2025.11.10 14:21:38 -05'00'

COMMERCIAL MAINTENANCE BOND

Bond No. **SU1206969-M**

KNOWN ALL MEN BY THESE PRESENTS, That we, **iConstructors, LLC**, as Principal, and **Arch Insurance Company**, a corporation organized and doing business under and by virtue of the laws of the State of **Missouri** and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of **Two Thousand Seven Hundred Thirteen Dollars and 96/100** ($ **2,713.50**) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") for the **Fifth Third Bank Champions Crossing** as filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of **18 Months** (**1.5**) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect"); and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:

Arch Insurance Company
Harborside 3
210 Hudson Street, Suite 200
Jersey City, NJ 07311

The Principal at:

iConstructors, LLC
201 N. Franklin Street
Tampa, FL 33602

The Obligee at:

Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 8th day of December, 20 25.

PRINCIPAL:

Witness

Dave Johnson
Printed Name

Witness

Marlene Zipin
Printed Name

iConstructors, LLC
Name of Corporation

By:

Kevin J. Murphy
Printed Name
Title:
(SEAL)

SURETY:

Witness

Melissa Beckworth
Printed Name

Witness

Kari Schmorr
Printed Name

Arch Insurance Company
Name of Corporation

By:

James C. Congelio
Printed Name
Title: Attorney-In-Fact
(SEAL)

(Attach power of attorney)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anderson Glenn, James C. Congelio and James N. Congelio of Tampa, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred and Fifty Million Dollars (150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof,** the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **15th day of October, 2025**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — Corporate Seal 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, **Regan A. Shulman** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated October 15, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **8th day of Arch , 2025 .**

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company — Corporate Seal 1971 — Missouri

***To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at* SuretyAuthentic@archinsurance.com**
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Shakuur Moore, Inspector

Project Name: Fifth Third Bank Champions Crossing

Project #: LDNON-2024-102

DATE: 12/8/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.17. 1/20/2026

SUBJECT

Approve the release of a surety in the amount of $98,340.00 in the form of Performance Bond No. GM226224 for Serenity at Peace Creek Reserve. (No Fiscal Impact)

DESCRIPTION

On August 19, 2025, the Board accepted a performance surety bond in the amount of $98,340.00 for miscellaneous construction items. An inspection was performed on October 2, 2025, concerning miscellaneous construction items. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Performance Bond No. GM226224 in the amount of $98,340.00.

RECOMMENDATION

Request Board approve the release of Performance Bond No. GM226224 in the amount of $98,340.00 for Serenity at Peace Creek Reserve.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

COMMERCIAL PERFORMANCE BOND

Bond No. GM 226224

KNOWN ALL MEN BY THESE PRESENTS, That we, 653th LLC, as Principal, and Great Midwest Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the aggregate sum of Ninety-Eight Thousand Three Hundred Forty and 00/100 ($ 98,340.00) Dollars (hereinafter the "Total Penal Sum"), for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), for the Right of Way project located at Serenity at Peace Creek Reserve (the "Project"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to provide this Bond to guarantee completion of the Improvements.

NOW, THEREFORE, the conditions of this Bond are as follows:

1. The Principal shall complete the Improvements in accordance with the Plans and LDC to the satisfaction of the Polk County Land Development Division by 11/30/2025, or such later date that the Obligee may approve in writing. The Bond shall commence upon the date of issue by the Surety and shall remain in full force and effect until the Obligee releases it (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.

2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the required Improvements within the time specified in Paragraph 1, above, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and

the Surety shall forthwith pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety:
Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, TX 77024

The Principal:
653th LLC
4900 Dundee Road
Winter Haven, FL 33884

The Obligee:
Polk County, Land Development Division
330 W. Church St.
PO Box 9005—Drawer GM03
Bartow, FL 33831-9005

6. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or deletion to the Improvements shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the Improvements or the Plans, specifications and schedules.

THIS BOND DATED THE 5th DAY OF June, 20 25,
(the date of issue by the Surety).

Witness

Sean O'Connor
Printed Name

Witness

Timothy D. Todd
Printed Name

PRINCIPAL:

653th LLC
Name of Corporation

By:

H.R. Baxter
Printed Name
Title:
(SEAL)

Witness

Angela Baker
Printed Name

Witness

Shawn Bobo
Printed Name

SURETY:

Great Midwest Insurance Company
Name of Corporation

By: Jo M. Chonko

Jo M. Chonko
Printed Name
Title: Attorney-in-Fact
(SEAL)

(Attach power of attorney)

GREAT MIDWEST INSURANCE COMPANY TEXAS CORP CORPORATE SEAL

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Jo M Chonko, Michael W. Brown, Charles Lydecker

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 5th Day of June 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL

BY Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
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Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Brett Mundell, Inspector

Project Name: Serenity at Peace Creek Reserve

Project #: LDROW-2025-21

DATE: 10/2/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.18. 1/20/2026

SUBJECT

Accept an eighteen-month warranty and surety in the amount of $8,940.00 in the form of Maintenance Bond No.GM252785 for Serenity at Peace Creek Reserve. (No Fiscal Impact)

DESCRIPTION

This request is to accept an eighteen-month warranty and surety in the amount of $8,940.00 in the form of Maintenance Bond No. GM252785, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Serenity at Peace Creek Reserve per Land Development Code Section 909.D.6. This warranty is for an eighteen -month period beginning with the Board's acceptance. This one-year warranty period begins on January 20, 2026 and ends on June 20, 2027.

RECOMMENDATION

Request Board accept an eighteen-month warranty expiring on June 20, 2027, and a Maintenance Bond in the amount of $8,940.00 for Serenity at Peace Creek Reserve.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

COMMERCIAL MAINTENANCE BOND

Bond No. GM252785

KNOWN ALL MEN BY THESE PRESENTS, That we, 653th LLC, as Principal, and Great Midwest Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Texas and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Eight Thousand Nine Hundred Forty and 00/100 ($ 8,940.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") for the Serenity at Peace Creek Reserve as filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of one and one-half (1 1/2) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect"); and

2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at:
Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, TX 77024

The Principal at:
653th LLC
4900 Dundee Road
Winter Haven, FL 33884

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 25th day of November, 20 25.

Witness

Printed Name

Witness

Printed Name

PRINCIPAL:

653th LLC
Name of Corporation

By:

Harold R Baxter
Printed Name
Title: Mgr
(SEAL)

Witness

Angela Baker
Printed Name

Witness

Michael W. Brown
Printed Name

SURETY:

Great Midwest Insurance Company
Name of Corporation

By: Jo M. Chonko

Jo M. Chonko
Printed Name
Title: Attorney-in-Fact
(SEAL)

(Attach power of attorney)

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Jo M Chonko, Michael W. Brown, Charles Lydecker

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 25th Day of November 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL

BY Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

HUNTER
ENGINEERING

September 23, 2025

Mr. Clinton "Gator" Howerton, P.E.
Polk County Development Services
330 W. Church Street
Bartow, Florida 33830

Subject: Cost Estimate for Improvements in County ROW
Project Name: Peace Creek Reserve Townhomes – Sidewalk in ROW
Project #: LDSUR-2025-122

Gator,

Below is a cost estimate for the improvements within the County ROW associated with the Peace Creek Reserve Townhome project. The improvements are limited to the construction of a new sidewalk and associated minor grading activities. This information is being provided in support of the maintenance surety that will be required for this work.

Description	Unit	Unit Price	Quantity	Cost
Concrete Sidewalk (4" Thick)*	SF	$9.00	9,000 (1500' x 6')	$81,000.00
ROW Grading	LS	$8,400.00	1	$ 8,400.00
Subtotal				$89,400.00
Amount of Proposed Surety Bond (10%)				**$ 8,940.00**

Please contact me at 863-676-7770 if you have any questions or require additional information.

Sincerely,

Bryan Hunter, P.E.
President

Not Valid Without Engineer's Seal
BRYAN A HUNTER LICENSE No 53168 STATE OF FLORIDA PROFESSIONAL ENGINEER
This item has been digitally signed and sealed by Bryan A Hunter using a digital signature on the date indicated. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
BRYAN A HUNTER Digitally signed by BRYAN A HUNTER Date: 2025.09.23 14:33:26 -04'00'
Bryan A. Hunter, P.E. Date
Reg. No. 53168
C.A. #8394

4900 DUNDEE RD , WINTER HAVEN, FL. • 33884
PHONE: 863-676-7770 • FAX: 863-965-0181

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

POLK COUNTY

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Brett Mundell, Inspector

Project Name: Serenity at Peace Creek Reserve

Project #: LDROW-2025-21

DATE: 10/2/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.

Polk County

Board of County Commissioners

Agenda Item R.19. 1/20/2026

SUBJECT

Accept Performance Surety in the amount of $405,984.21 in the form of Performance Bond No. SU 1204524 for Cottonwood. (No Fiscal Impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. SU 1204524 in the amount of $405,984.21 for outstanding construction items listed in the engineer's cost estimate. The Land Development Division has reviewed and recommends acceptance of this performance surety.

RECOMMENDATION

Request Board accept Performance Bond No. SU 1204524 in the amount of $405,984.21 for Cottonwood.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

PERFORMANCE BOND Bond No. SU 1204524

KNOWN ALL MEN BY THESE PRESENTS, that We, COTTONWOOD 27 DEVELOPMENT, LLC, as Principal, and Arch Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Missouri and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the "County"), as Obligee, in the sum of Four Hundred Five Thousand Nine Hundred Eighty-Four and 21/100 ($405,984.21----) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us.

WHEREAS, the County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Cottonwood (LDNON-2023-67) platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to provide and maintain full performance security guaranteeing the completion and approval of all private or public on-site or off-site Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC by December 1, **20** 26 (the "Guaranty Period"), as verified by Polk County's Land Development Division, then upon approval by the Obligee this Bond shall be null and void.

2. The Surety unconditionally covenants and agrees that if the Principal fails to complete all or any part of the Improvements within the Guaranty Period, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

3. Alternatively, the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and the Surety shall pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed Improvements, or the plans, specifications and schedules covering same, shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed Improvements or the plans, specifications and schedules.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

The Surety at:
Arch Insurance Company
Harborside 3, 210 Hudson St., Suite 600
Jersey City, NJ 07311-1107

The Principal at:
COTTONWOOD 27 DEVELOPMENT, LLC
5555 S Kirkman Rd., Ste 201
Orlando, FL 32819-7933

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

[Signatures appear on the next page]

THIS BOND DATED THE 1st DAY OF December, 2025,
(the date of issue by the Surety).

PRINCIPAL:

Witness

Amne Khatib
Printed Name

Witness

Maricarmen Figueroa
Printed Name

COTTONWOOD 27 DEVELOPMENT, LLC
Name of Corporation

By:

RANDY HODGE
Printed Name

Title: VICE PRESIDENT
(SEAL)

PRINCIPAL

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3rd day of December, 2025 by Randy Hodge as VP (*title of officer*) of Cottonwood 27 Dev LLC (*entity name*), on behalf of the on behalf of the Principal, who ☑ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

PAIGE THORSON
MY COMMISSION # HH 480436
EXPIRES: February 12, 2028

Paige Thorson
Notary Public
Print Name _____
My Commission Expires _____

SURETY:

Rita Lazarides
Witness

Rita Lazarides
Printed Name

Debbie Pedemonti
Witness

Debbie Pedemonti
Printed Name

Arch Insurance Company
Name of Corporation

By: Jeffrey W. Reich

Jeffrey W. Reich*
Printed Name
Title: *Attorney-In-Fact & FL Licensed Resident Agent (407) 786-7770
(SEAL)

(ATTACH POWER OF ATTORNEY)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 1st day of December, ~~2020~~ 2025, by Jeffrey W. Reich as Attorney-In-Fact (*title of officer*) of Arch Insurance Company (*entity name*), on behalf of the on behalf of the Surety, who [X] is personally known to me or [ ] has produced N/A as identification.

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Lisa Ann Roseland
My Commission
HH 231142
Exp. 3/25/2026

Lisa Ann Roseland
Notary Public
Print Name Lisa Ann Roseland
My Commission Expires 03/25/2026

EXHIBIT A

(Engineer's Cost Estimate)

Engineer's Probable Cost Estimate

Cottonwood Onsite Improvements (LDNON-2023-67) - Performance Bond
Polk County, Florida

ITEM NUMBER	LINE ITEM	QTY	UNIT	UNIT PRICE	PERCENT COMPLETE	REMAINING COST
Mobilization						
	TRAFFIC CONTROL (ALLOWANCE)	1	LS	$ 11,000.00	75%	$2,750.00
	GEOTECHNICAL TESTING	1	LS	$ 23,000.00	95%	$1,150.00
	SURVEY & AS-BUILTS	1	LS	$ 34,000.00	75%	$8,500.00
	MOBILIZATION	1	LS	$ 25,200.00	95%	$1,260.00
	CONSTRUCTION ENTRANCE (INC. MAINTENANCE)	2	EA	$ 6,050.00	100%	$0.00
	SILT FENCE (INC. MAINTENANCE)	3610	LF	$ 3.00	90%	$1,083.00
	NPDES PERMIT & COMPLIANCE	1	LS	$ 9,000.00	90%	$900.00
	INLET PROTECTION	20	EA	$ 210.00	90%	$420.00
Earthwork						
	CLEAR, GRUB, AND DISK SITE	12.74	AC	$ 7,700.00	100%	$0.00
	DEWATERING	1	LS	$ 14,400.00	95%	$720.00
	BALANCE SITE (CUT TO FILL)	1270	CY	$ 11.00	100%	$0.00
	POND EXCAVATION (CUT TO FILL)	14500	CY	$ 5.00	100%	$0.00
	IMPORT FILL, PLACE AND COMPACT	17750	CY	$ 21.00	100%	$0.00
	FINEGRADE PONDS	9700	CY	$ 2.00	90%	$1,940.00
	FINEGRADE LOTS	8	EA	$ 2,430.00	90%	$1,944.00
	ROUGH GRADE PAVEMENT BOX	5500	SY	$ 1.10	90%	$605.00
	SOD POND SLOPES	9700	SY	$ 3.50	80%	$6,790.00
	SEED & MULCH	51150	SY	$ 0.30	80%	$3,069.00
	SOD 4' BACK OF CURB	2000	SY	$ 3.40	80%	$1,360.00
	18" WIDE CLAY CORE POND LINER	420	LF	$ 50.00	100%	$0.00
Storm Sewer						
	DEWATER STORM	1460	LF	$ 7.60	100%	$0.00
	18" HP (0-6')	580	LF	$ 53.00	90%	$3,074.00
	18" HP (6-8')	44	LF	$ 66.00	90%	$290.40
	18" HP (8-10')	34	LF	$ 67.00	90%	$227.80
	24" HP (0-6')	320	LF	$ 75.00	90%	$2,400.00
	24" HP (8-10')	175	LF	$ 79.00	90%	$1,382.50
	24" HP (10-12')	40	LF	$ 80.00	90%	$320.00
	30" HP (0-6')	224	LF	$ 112.00	90%	$2,508.80
	42" HP (6-10')	17	LF	$ 205.00	90%	$348.50
	42" HP (6-10')	30	LF	$ 201.00	90%	$603.00
	C INLET	1	EA	$ 5,450.00	90%	$545.00
	D INLET	13	EA	$ 6,600.00	90%	$8,580.00
	D INLET W/J BOTTOM	3	EA	$ 12,700.00	90%	$3,810.00
	P MANHOLE	1	EA	$ 6,400.00	90%	$640.00
	CLEAN & LAMP STORM	1427	LF	$ 6.40	50%	$4,566.40
	LASER PROFILE STORM	1427	LF	$ 8.50	50%	$6,064.75
Sanitary Sewer						
	DEWATER SANITARY SEWER	1195	LF	$ 3.24	100%	$0.00
	8" PVC GRAVITY SEWER MAIN (0-6')	1195	LF	$ 34.20	90%	$4,086.90
	4' DIA. SANITARY MANHOLE (0-6')	1	EA	$ 6,460.00	90%	$646.00
	4' DIA. SANITARY MANHOLE (6-8')	4	EA	$ 7,630.00	90%	$3,052.00
	4' DIA. SANITARY MANHOLE (8-10')	1	EA	$ 10,920.00	90%	$1,092.00
	5' DIA. SANITARY MANHOLE (0-6')(LINED)	1	EA	$ 14,100.00	90%	$1,410.00
	DROP MANHOLES	3	LS	$ 8,110.00	90%	$2,433.00
	FITTINGS & RESTRAINTS GRAVITY SEWER	1	LS	$ 6,310.00	90%	$631.00
	RILEY PRE-PACKAGED SANITARY LIFT STATION W/FENCING	1	LS	$ 219,720.00	90%	$21,972.00
	4 X 4 WET TAP FORCE MAIN	1	EA	$ 7,420.00	90%	$742.00
	4" PVC FORCE MAIN	32	LF	$ 26.00	90%	$83.20
	FITTINGS & RESTRAINTS (FORCE MAIN)	1	LS	$ 5,780.00	90%	$578.00
	4" GATE VALVE	1	EA	$ 2,000.00	90%	$200.00
	GRAVITY MAIN AIR TESTING	1195	LF	$ 5.50	50%	$3,286.25
	GRAVITY MAIN TV TESTING	1195	LF	$ 4.50	50%	$2,688.75
	PRESSURE TEST FORCE MAIN	32	LF	$ 18.50	0%	$592.00
Water And Fire Systems						
	WATER SERVICE TO LIFT STATION	1	EA	$ 3,270.00	75%	$817.50
	TEMP JUMPER (WATER)	1	EA	$ 2,920.00	75%	$730.00
	PRESSURE TEST & CHLORINATE (WATER)	56	LF	$ 25.00	75%	$350.00
	4" X 4" WET TAP (RECLAIM)	1	EA	$ 8,500.00	75%	$2,125.00
	4" PVC RECLAIM MAIN	1126	LF	$ 50.00	75%	$14,075.00
	FITTINGS & RESTRAINTS (RECLAIM)	1	LS	$ 8,690.00	75%	$2,172.50
	4" GATE VALVE (RECLAIM)	1	EA	$ 2,000.00	75%	$500.00
	1.5" PVC SERVICE (RECLAIM)	8	EA	$ 1,245.00	75%	$2,490.00
	4" MASTER METER ASSEMBLY (RECLAIM)	1	EA	$ 24,000.00	75%	$6,000.00
	TEST RECLAIM	1126	LF	$ 3.70	0%	$4,166.20
Concrete						
	MODIFIED D CURB (30" TALL)	495	LF	$ 28.60	0%	$14,157.00
Base & Paving						
	12" STABILIZED SUBGRADE (LBR 40)	5470	SY	$ 8.10	20%	$35,445.60
	6" CRUSHED CONCRETE BASE	4365	SY	$ 22.50	0%	$98,212.50
	8" LIMEROCK BASE	65	SY	$ 33.00	0%	$2,145.00
	1.5" ASPHALT SP-9.5 (1 LIFT)	4365	SY	$ 15.00	0%	$65,475.00
	1.5" ASPHALT SP-12.5 (1 LIFT)	65	SY	$ 23.00	0%	$1,495.00
	STRIPING & SIGNAGE	1	LS	$ 7,375.00	0%	$7,375.00

SUBTOTAL REMAINING	$369,079.55
Additional Required (10%)	$36,907.66
110% TOTAL REMAINING	$405,984.21

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JUSTIN K. HAM, P.E. #88594 ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JUSTIN K. HAM LICENSE No. 88594 STATE OF FLORIDA PROFESSIONAL ENGINEER

Justin K Ham Date: 2025.10.07

Disclaimer:
The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's method Order provided and the FDOT's Pay Item Cost History using 6 months or 12 month State Wide Average. T

Opinions have trending of market conditions. Opinions of probable costs provided herein are based on the Contractor's Change ot guarantide that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Cheryl Foley, Emily Golecki, Jeffrey W. Reich, Kim E. Niv, Lisa Roseland, Robert P. O'Linn, Sarah K. O'Linn, Susan L. Reich and Teresa L. Durham of Maitland, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred and Fifty Million Dollars (150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof,** the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **30th day of September, 2025**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — Corporate Seal 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi,** a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, **Regan A. Shulman** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated September 30, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 1st **day of** December **20**25.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company — Corporate Seal 1971 — Missouri

***To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at* SuretyAuthentic@archinsurance.com**
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Kimley»Horn

November 7, 2025

Polk County Land Development
Clinton Howerton, County Engineer
330 W. Church Street
Bartow, FL 33830

RE: Cottonwood Performance Bond

Dear Mr. Howerton:

For your review and approval, please see the attached signed and sealed Engineer's Probable Cost Estimate for onsite improvements for Cottonwood, project # LDNON-2023-67. The estimate summarizes the total cost remaining of $369,076.55, making the 110% total of $405,984.21.

Should you have any questions or need anything further, please don't hesitate to contact our office.

Respectfully,

KIMLEY-HORN AND ASSOCIATES

Justin Ham, PE
Project Manager

Engineer's Probable Cost Estimate

Cottonwood Onsite Improvements (LDNON-2023-67) - Performance Bond
Polk County, Florida

ITEM NUMBER	LINE ITEM	QTY	UNIT	UNIT PRICE	PERCENT COMPLETE	REMAINING COST
Mobilization						
	TRAFFIC CONTROL (ALLOWANCE)	1	LS	$ 11,000.00	75%	$2,750.00
	GEOTECHNICAL TESTING	1	LS	$ 23,000.00	95%	$1,150.00
	SURVEY & AS-BUILTS	1	LS	$ 34,000.00	75%	$8,500.00
	MOBILIZATION	1	LS	$ 25,200.00	95%	$1,260.00
	CONSTRUCTION ENTRANCE (INC. MAINTENANCE)	2	EA	$ 6,050.00	100%	$0.00
	SILT FENCE (INC. MAINTENANCE)	3610	LF	$ 3.00	90%	$1,083.00
	NPDES PERMIT & COMPLIANCE	1	LS	$ 9,000.00	90%	$900.00
	INLET PROTECTION	20	EA	$ 210.00	90%	$420.00
Earthwork						
	CLEAR, GRUB, AND DISK SITE	12.74	AC	$ 7,700.00	100%	$0.00
	DEWATERING	1	LS	$ 14,400.00	95%	$720.00
	BALANCE SITE (CUT TO FILL)	1270	CY	$ 11.00	100%	$0.00
	POND EXCAVATION (CUT TO FILL)	14500	CY	$ 5.00	100%	$0.00
	IMPORT FILL, PLACE AND COMPACT	17750	CY	$ 21.00	100%	$0.00
	FINEGRADE PONDS	9700	CY	$ 2.00	90%	$1,940.00
	FINEGRADE LOTS	8	EA	$ 2,430.00	90%	$1,944.00
	ROUGH GRADE PAVEMENT BOX	5500	SY	$ 1.10	90%	$605.00
	SOD POND SLOPES	9700	SY	$ 3.50	80%	$6,790.00
	SEED & MULCH	51150	SY	$ 0.30	80%	$3,069.00
	SOD 4' BACK OF CURB	2000	SY	$ 3.40	80%	$1,360.00
	18" WIDE CLAY CORE POND LINER	420	LF	$ 50.00	100%	$0.00
Storm Sewer						
	DEWATER STORM	1460	LF	$ 7.60	100%	$0.00
	18" HP (0-6')	580	LF	$ 53.00	90%	$3,074.00
	18" HP (6-8')	44	LF	$ 66.00	90%	$290.40
	18" HP (8-10')	34	LF	$ 67.00	90%	$227.80
	24" HP (0-6')	320	LF	$ 75.00	90%	$2,400.00
	24" HP (8-10')	175	LF	$ 79.00	90%	$1,382.50
	24" HP (10-12')	40	LF	$ 80.00	90%	$320.00
	30" HP (0-6')	224	LF	$ 112.00	90%	$2,508.80
	42" HP (6-10')	17	LF	$ 205.00	90%	$348.50
	42" HP (6-10')	30	LF	$ 201.00	90%	$603.00
	C INLET	1	EA	$ 5,450.00	90%	$545.00
	D INLET	13	EA	$ 6,600.00	90%	$8,580.00
	D INLET W/J BOTTOM	3	EA	$ 12,700.00	90%	$3,810.00
	P MANHOLE	1	EA	$ 6,400.00	90%	$640.00
	CLEAN & LAMP STORM	1427	LF	$ 6.40	50%	$4,566.40
	LASER PROFILE STORM	1427	LF	$ 8.50	50%	$6,064.75
Sanitary Sewer						
	DEWATER SANITARY SEWER	1195	LF	$ 3.24	100%	$0.00
	8" PVC GRAVITY SEWER MAIN (0-6')	1195	LF	$ 34.20	90%	$4,086.90
	4' DIA. SANITARY MANHOLE (0-6')	1	EA	$ 6,460.00	90%	$646.00
	4' DIA. SANITARY MANHOLE (6-8')	4	EA	$ 7,630.00	90%	$3,052.00
	4' DIA. SANITARY MANHOLE (8-10')	1	EA	$ 10,920.00	90%	$1,092.00
	5' DIA. SANITARY MANHOLE (0-6')(LINED)	1	EA	$ 14,100.00	90%	$1,410.00
	DROP MANHOLES	3	LS	$ 8,110.00	90%	$2,433.00
	FITTINGS & RESTRAINTS GRAVITY SEWER	1	LS	$ 6,310.00	90%	$631.00
	RILEY PRE-PACKAGED SANITARY LIFT STATION W/FENCING	1	LS	$ 219,720.00	90%	$21,972.00
	4 X 4 WET TAP FORCE MAIN	1	EA	$ 7,420.00	90%	$742.00
	4" PVC FORCE MAIN	32	LF	$ 26.00	90%	$83.20
	FITTINGS & RESTRAINTS (FORCE MAIN)	1	LS	$ 5,780.00	90%	$578.00
	4" GATE VALVE	1	EA	$ 2,000.00	90%	$200.00
	GRAVITY MAIN AIR TESTING	1195	LF	$ 5.50	50%	$3,286.25
	GRAVITY MAIN TV TESTING	1195	LF	$ 4.50	50%	$2,688.75
	PRESSURE TEST FORCE MAIN	32	LF	$ 18.50	0%	$592.00
Water And Fire Systems						
	WATER SERVICE TO LIFT STATION	1	EA	$ 3,270.00	75%	$817.50
	TEMP JUMPER (WATER)	1	EA	$ 2,920.00	75%	$730.00
	PRESSURE TEST & CHLORINATE (WATER)	56	LF	$ 25.00	75%	$350.00
	4" X 4" WET TAP (RECLAIM)	1	EA	$ 8,500.00	75%	$2,125.00
	4" PVC RECLAIM MAIN	1126	LF	$ 50.00	75%	$14,075.00
	FITTINGS & RESTRAINTS (RECLAIM)	1	LS	$ 8,690.00	75%	$2,172.50
	4" GATE VALVE (RECLAIM)	1	EA	$ 2,000.00	75%	$500.00
	1.5" PVC SERVICE (RECLAIM)	8	EA	$ 1,245.00	75%	$2,490.00
	4" MASTER METER ASSEMBLY (RECLAIM)	1	EA	$ 24,000.00	75%	$6,000.00
	TEST RECLAIM	1126	LF	$ 3.70	0%	$4,166.20
Concrete						
	MODIFIED D CURB (30" TALL)	495	LF	$ 28.60	0%	$14,157.00
Base & Paving						
	12" STABILIZED SUBGRADE (LBR 40)	5470	SY	$ 8.10	20%	$35,445.60
	6" CRUSHED CONCRETE BASE	4365	SY	$ 22.50	0%	$98,212.50
	8" LIMEROCK BASE	65	SY	$ 33.00	0%	$2,145.00
	1.5" ASPHALT SP-9.5 (1 LIFT)	4365	SY	$ 15.00	0%	$65,475.00
	1.5" ASPHALT SP-12.5 (1 LIFT)	65	SY	$ 23.00	0%	$1,495.00
	STRIPING & SIGNAGE	1	LS	$ 7,375.00	0%	$7,375.00

SUBTOTAL REMAINING	$369,076.55
Additional Required (10%)	$36,907.66
110% TOTAL REMAINING	**$405,984.21**

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JUSTIN K. HAM, P.E. #86594 ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JUSTIN K. HAM LICENSE No. 86594 STATE OF FLORIDA PROFESSIONAL ENGINEER

Justin K Ham
Date: 2025.11.0
7

Disclaimer:
The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's method Order provided and the FDOT's Pay Item Cost History using 6 months or 12 month State Wide Average T

the changeable nature of market conditions. Opinions of probable costs provided herein are based on the Contractor's Change cannot guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Polk County

Board of County Commissioners

Agenda Item R.20. 1/20/2026

SUBJECT

Accept Performance Surety in the amount of $794,474.12 in the form of Performance Bond No. 875185 and subdivision agreement for Knights Landing Phase 2. (No Fiscal Impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. 875185 in the amount of $794,474.12 for outstanding construction items listed in the engineer's cost estimate. The Land Development Division has reviewed and recommends acceptance of this performance surety and subdivision agreement.

RECOMMENDATION

Request Board accept Performance Bond No. 875185 in the amount of $794,474.12 and subdivision agreement for Knights Landing Phase 2.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons
Land Development
863-534-6493
chrissyirons@polkfl.gov <mailto:chrissyirons@polkfl.gov>

PERFORMANCE BOND Bond No. 875185

KNOWN ALL MEN BY THESE PRESENTS, that We, Garden Street Communities Southeast, LLC, as Principal, and Evergreen National Indemnity Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the "County"), as Obligee, in the sum of SEVEN HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED SEVENTY-FOUR & 12/100 DOLLARS ($ 794,474.12) Dollars (hereinafter the "Total Penal Sum"), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us.

WHEREAS, the County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed pursuant to the Subdivision Agreement, attached hereto as Exhibit "A" and incorporated into and made part of this Bond, to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "B" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the KNIGHT'S LANDING PHASE 2 platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to provide and maintain full performance security guaranteeing the completion and approval of all private or public on-site or off-site Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. The Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC within the time frame set forth in the Subdivision Agreement, and as verified by Polk County's Land Development Division. The Bond shall commence upon the date of issue by the Surety and remain in full force and effect until the Obligee releases the Bond (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.

2. The Surety unconditionally covenants and agrees that if the Principal fails to complete all or any part of the Improvements within the time specified in the Subdivision Agreement, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and the Surety shall forthwith pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed Improvements, or the plans, specifications and schedules covering same, shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed Improvements or the Plans, specifications and schedules.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

The Surety at:
Evergreen National Indemnity Company
6150 Oak Tree Blvd., Ste 440
Independence, OH 44131
Attn: Julie Bowers

The Principal at:
Garden Street Communities Southeast, LLC
100 W. Garden St., 2nd floor
Pensacola, FL 32502
Attn: William Bryan Adams

The Obligee at:
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

THIS BOND DATED THE 24th DAY OF September, 2025,
(the date of issue by the Surety).

PRINCIPAL:

Witness

Garden Street Communities Southeast, LLC

AMANDA SNOW
Printed Name

By:

Witness

William Bryan Adams
Printed Name
Title: Manager
(SEAL)

Amy Waddell
Printed Name

PRINCIPAL

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 1 day of October, 2025, by William Bryan Adams as Manager (*title of officer*) of Garden Street Communities Southeast, LLC (*entity name*), on behalf of the Principal, who [X] is personally known to me or [ ] has produced _____ as identification.

(AFFIX NOTARY SEAL)

SHELLEY A SEPULVEDA
Notary Public - State of Florida
Commission # HH 354309
My Comm. Expires Jan 25, 2027
Bonded through National Notary Assn.

Notary Public
Print Name SHELLEY A. SEPULVEDA
My Commission Expires 1.25.2027

SURETY:

Witness

Mikayla Thornton
Printed Name

Witness

Patricia A Temple
Printed Name

Evergreen National Indemnity Company
Name of Corporation

By: Julie K Bowers

Julie K Bowers, Attorney in Fact
Printed Name
Title:
(SEAL)

(ATTACH POWER OF ATTORNEY)

STATE OF Ohio
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 24th day of September, 2025, by Julie K Bowers as Attorney in Fact (*title of officer*) of Evergreen National Indemnity Company (*entity name*), on behalf of the Surety, who [X] is personally known to me or [ ] has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name Hilarie Frankenberry
My Commission Expires 7/11/2027

HILARIE FRANKENBERRY
NOTARY PUBLIC, STATE OF OHIO

Hilarie Frankenberry
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
July 11, 2027

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

BOND NO 875185

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Denise M Borowy, Julie K Bowers, Hilarie Frankenberry, Karen M LoConti-Diaz, Patricia A Temple, Mikayla Thornton

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed TEN MILLION AND 00/100 DOLLARS ($10,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Robert W. Shepard, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.

WILLIAM J. KOVAL, JR
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

By: _____
William J. Koval, Jr., Notary Public
My commission has no expiration date
Section 147.03 R.C.

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this **24th** day of **September, 2025**.

_____
Wan C. Collier, Secretary

Florida
Department
of Insurance

EVERGREEN NATIONAL INDEMNITY COMPANY

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a license and remains subject to all applicable laws of Florida.

Date of Issuance: November 28, 1983
No. 94-36-2467238

Tom Gallagher
Treasurer and Insurance Commissioner



Evergreen National Indemnity Company

Certificate

2024

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

Statement of Income

Direct Written Premium	42,822,238
Reinsurance Assumed	2,682,370
Reinsurance Ceded	(27,369,832)
Net Written Premium	18,134,776
Change in Unearned	(348,067)
Net Earned Premium	17,786,709
Losses & LAE Incurred	4,472,113
Net Commission Expense	7,715,631
Other Expenses	3,699,951
Underwriting Gain/ (Loss)	1,899,014
Net Investment Income	2,717,323
Net Realized Capital Gains (Loss)	(66,463)
Other Income/ (Expense)	23,536
Income Before FIT	4,573,410
Federal Income Tax	697,989
Net Income	**3,875,421**

Balance Sheet

Assets	
Invested Assets	71,356,873
Uncollected premium and agents' balances	1,795,056
Reinsurance Recoverable	127,245
Other Assets	297,419
Total Assets	**73,576,593**
Liabilities & Surplus	
Unearned Premium Reserve	8,124,892
Loss & LAE Reserves	8,166,014
Ceded Reinsurance Payable	3,180,308
Amounts retained for others	1,788,334
Other Liabilities	2,868,658
Total Liabilities	**24,128,206**
Surplus	**49,448,387**
Total Liabilities & Surplus	**73,576,593**

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2024.

David A. Canzone, Treasurer

EXHIBIT A

(Subdivision Agreement)

Subdivision Agreement

This Subdivision Agreement ("Agreement") is made and entered into as of the Effective Date, defined in paragraph 12 below, by and between Garden Street Communities Southeast, LLC (the "Applicant") and Polk County, a political subdivision of the State of Florida (the "County").

Recitals

WHEREAS, the Applicant has submitted an application under Section 806.A.2. of the County's Land Development Code (hereinafter "LDC," the LDC, as amended, is incorporated herein by reference and made a part hereof and all terms used herein shall have the same meaning set forth in the LDC) for approval of a plat (the "Plat") of a Subdivision to be known as KNIGHT'S LANDING PHASE 2 (the "Subdivision"); and

WHEREAS, the final plat of the Subdivision shall not be recorded until the Applicant has met all applicable requirements of the LDC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Applicant and the County agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.
2. The Applicant shall well and truly construct all improvements required by the LDC, or referenced in the Engineer's Certificate (incorporated herein by reference and made a part hereof) in accordance with the standards and provisions of the LDC by March 31, 2026 (the "Improvements"), and as full performance security therefore has delivered the security to the County in the amount and in the form required by the LDC (the "Performance Bond").
3. The Applicant guarantees that the Improvements shall be free from construction, design, and/or material defects or failures, other than normal wear and tear, for a minimum period of one (1) year following the date of acceptance of the work for maintenance by the County (the "Warranty Period") and shall deliver the appropriate security to the County at the time, in the amount and in the form required by the LDC (the "Maintenance Bond"). The Applicant agrees to correct any such defects arising or discovered during the Warranty Period so that the Improvements thereafter comply with the standards and provisions of the LDC, this Agreement and the Construction Plans approved by Polk County, signed by Charles R. Brooker and dated December 16, 2024, attached hereto as Exhibit "A" (the "Construction Plans").
4. Once construction is complete, the Applicant shall submit all required record prints, record drawings, and such other documentation required by the LDC. Upon receipt of said documentation and acknowledgment by the County's Land Development Division that all necessary inspections have been completed, the County agrees, pursuant to the LDC, to issue a letter of compliance to allow the release of certificates of occupancy and the Performance Bond.
5. Should the Applicant seek and the County grant an extension of the time period established for construction of the Improvements described in paragraph 2, the Applicant shall provide the County with an instrument ensuring the completion of said Improvements within the extended period in the amount and form required by the LDC (the "Continuation Certificate").
6. In the event the Applicant fails to make the required Improvements (or cause them to be made) according to the schedule for making those Improvements, the County shall utilize the Performance Bond provided in connection with this Agreement and the LDC. The amount of the Performance Bond may be reduced periodically, but not more than two times during the year, subsequent to the completion, inspection and acceptance of the Improvements by the County. Where the Performance Bond has been provided and the Improvements have not been installed according to the Construction Plans, the LDC or the terms of the Performance Bond, the County may, upon ten days written notice to the parties to the instrument, declare the Performance Bond to be in default and exercise the County's rights thereunder. Upon default, no further permits or approval shall be granted for the project until adequate progress toward completion of the remaining Improvements is shown as determined by the County.
7. In the event the Applicant shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraphs 2 and 3 and as required by the LDC, the County shall utilize the applicable security for such default provided hereunder.
8. In the event the Applicant fails to fulfill its obligations under this Agreement and as required by the LDC, and the applicable security for such default provided hereunder is inadequate to fully remedy such failure, the Applicant shall be liable for the reasonable cost of construction, repair, and installation of the Improvements to bring the Improvements under compliance pursuant to the Construction Plans, together with any direct damages, the County sustains as a result of the Applicant's failure to carry out and execute all of the provisions of this Agreement and the provisions of the LDC, which shall include the County's reasonable attorneys' fees and court costs should the County prevail in a claim against the Applicant for Applicant's default.

9. The County shall record the Plat upon the County's acceptance of the Performance Bond and execution of this Agreement. at such time as the plat complies with and has been approved in accordance with the provisions of the LDC.

10. If any article, section, clause, or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect. The parties agree that venue will be proper only in the courts of the Tenth Judicial Circuit, located in Polk County, Florida.

11. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

12. The effective date of this Agreement shall be the date this Agreement is executed by County.

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

ATTEST:
STACY BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office

POLK COUNTY, a political subdivision of the State of Florida

By: _____
_____, Chairman
Board of County Commissioners

Witness

AMANDA SNOW
Printed Name

Witness

Amy Waddell
Printed Name

Garden Street Communities Southeast, LLC

By: _____
William Bryan Adams, Manager

(SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of October, 2025 by William Bryan Adams as Manager of Garden Street Communities Southeast, LLC, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

SHELLEY A SEPULVEDA
Notary Public - State of Florida
Commission # HH 354309
My Comm. Expires Jan 25, 2027
Bonded through National Notary Assn.

_____
Notary Public

Print Name SHELLEY A. SEPULVEDA

My Commission Expires 1.25.2027

EXHIBIT "A" TO SUBDIVISION AGREEMENT

ENGINEERS : SURVEYORS : PLANNERS :

KNIGHTS LANDING PHASE TWO

POLK COUNTY, STATE OF FLORIDA
PROJECT NO. LDRES 2024-20

Land Development Division
Project #: LDRES-2024-20 Date: 12/16/2024

Rodney Isaac, for the County Engineer

POLK COUNTY

PLANS PREPARED FOR:
KNIGHTS LANDING OF LAKELAND, LLC
306 E. MAIN STREET, SUITE 200
LAKELAND, FL 33801

POLK COUNTY

UTILITY COMPANIES - LIST OF CONTACTS:

WATER:
POLK COUNTY UTILITIES
1011 JIM KEENE BLVD.
WINTER HAVEN, FLORIDA 33880
PH: 863-298-4100
FAX: 863-298-4292

CABLE:
AT&T
STEVE HAMER / MIKE SAMBOA
4304 BENJAMIN ROAD STE. 500
TAMPA, FLORIDA 33634
PH: 813-888-9300 EXT. 201

ELECTRIC:
CITY OF LAKELAND
501 EAST LEMON STREET
LAKELAND, FLORIDA 33801
PH: 863-834-6300
FAX: 863-834-6744

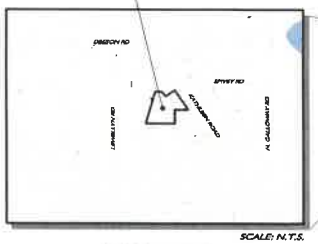
TELEPHONE:
FRONTIER COMMUNICATIONS
APRIL KAHLER
130 EAST LINK STREET
LAKELAND, FLORIDA 33801
PH: 863-583-0053

SANITARY:
POLK COUNTY UTILITIES
1011 JIM KEENE BLVD.
WINTER HAVEN, FLORIDA 33880
PH: 863-298-4100
FAX: 863-298-4292

FLORIDA D.E.P.
STEVE THOMPSON
308 COCONUT PALM DRIVE
TAMPA, FLORIDA 33619
PH: 813-714-8100

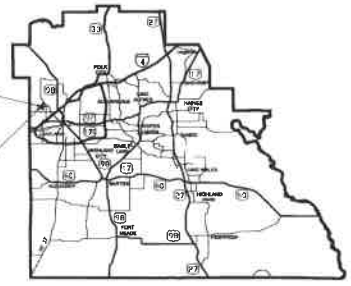
JURISDICTION:
POLK COUNTY
330 W CHURCH STREET
BARTOW, FLORIDA 33830
PH: 863-534-6000

PROJECT SITE



SCALE: N.T.S.

VICINITY MAP
SECTION 28
TOWNSHIP 27 SOUTH
RANGE 23 EAST
POLK COUNTY, FLORIDA



POLK COUNTY, FLORIDA
LOCATION MAP

PARCEL NUMBER(S):
232728-011021-000610

DRAWING INDEX	
SHEET NUMBER	SHEET TITLE
01	COVER
S-1	BOUNDARY & TOPOGRAPHIC SURVEY
02	GENERAL NOTES & DETAILS 1
03	GENERAL NOTES & DETAILS 2
04	EXISTING CONDITIONS & DEMOLITION PLAN
05	OVERALL GENERAL LOT PLAN
06	ENLARGED GENERAL LOT PLAN 1
07	ENLARGED GENERAL LOT PLAN 2
08	OVERALL PAVING GRADING AND DRAINAGE PLAN
09	ENLARGED PAVING GRADING AND DRAINAGE PLAN 1
10	ENLARGED PAVING GRADING AND DRAINAGE PLAN 2
11	ENLARGED PAVING GRADING AND DRAINAGE PLAN 3
12	POND DETAILS 1
13	POND DETAILS 2
14	POND DETAILS 3
15	ENLARGED WETLAND IMPACT PLAN
15A	FLOODPLAIN IMPACT AND COMPENSATION PLAN
15B	FLOODPLAIN IMPACT AND COMPENSATION PLAN 2
16	ENLARGED CUL-DE-SAC PLAN
17	OVERALL WATERMAIN PLAN
18	ENLARGED WATERMAIN PLAN 1
19	ENLARGED WATERMAIN PLAN 2
20	ENLARGED WATERMAIN PLAN 3
21	WATERMAIN DIRECTIONAL DRILL PLAN AND PROFILE
22	WATERMAIN PLAN AND PROFILE 2
23	WATERMAIN DETAILS
24	WATERMAIN DETAILS 2
25	OVERALL SANITARY SEWER PLAN
26	ENLARGED SANITARY SEWER PLAN 1
27	ENLARGED SANITARY SEWER PLAN 2
28	ENLARGED SANITARY SEWER PLAN 3
29	SANITARY SEWER DETAILS
30	PLAN AND PROFILE 1
31	PLAN AND PROFILE 2
32	PLAN AND PROFILE 3
33	PLAN AND PROFILE 4
34	PLAN AND PROFILE 5
35	AS-BUILT REQUIREMENTS

SITE DEVELOPMENT PERMITS		
AGENCY	PERMIT NUMBER	DATE APPROVED
SWFWMD		
POLK COUNTY HEALTH DEPT (WATER)		
FDEP (SEWER)		
POLK COUNTY LAND DEVELOPMENT		
NPDES		

ALL PLANS SHEETS ARE NOT CONSIDERED FINAL UNTIL ALL AGENCY PERMITS ARE RELEASED AND STAMPED "APPROVED FOR CONSTRUCTION"

THIS SITE AND ADJACENT R/W MAY CONTAIN GAS, WATER, SEWER MAINS & FIBER OPTIC LINES. SEE UTILITY NOTES ON PLAN SHEETS.

THIS IS A PRIVATE ROAD SUBDIVISION

ALL UTILITIES WILL BE PUBLIC

*** CHANGE ORDER NOTE: ***
ANY CHANGES / REVISIONS TO THE CONSTRUCTION PLANS BEFORE, DURING OR AFTER THE START OF CONSTRUCTION SHALL REQUIRE AN APPROVED CHANGE ORDER SIGNED BY THE OWNER / CLIENT, WHICH INCLUDES A TOTAL COST ASSOCIATED WITH THE WORK EFFORT AND MATERIALS REQUIRED TO COMPLETE THE CHANGE, PRIOR TO PERFORMING ANY WORK OR ORDERING ANY ASSOCIATED CONSTRUCTION MATERIALS. (ALL COSTS ASSOCIATED WITH CHANGE ORDERS MUST BE APPROVED IN WRITING BY THE OWNER)

*** M.O.T. NOTE ***
CONTRACTOR TO PROVIDE CERTIFIED M.O.T. PLAN FOR THE PROPOSED WORK WITHIN THE COUNTY R/W PER CURRENT F.D.O.T. STANDARDS. M.O.T. PLAN SHALL COMPLY WITH F.D.O.T. INDEX 102-600 THROUGH 102-670

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

ECON
ENGINEERING SURVEYING & PLANNING
4700 South Florida Avenue,
Suite 6, Lakeland, Florida 33813
(863)686-0544 • Fax: (863) 680-1634
• SURVEYING AND MAPPING BUSINESS - LB 7454
• PROFESSIONAL ENGINEERING SERVICES - CA#26483

NOT VALID WITHOUT DIGITAL SIGNATURE

Digitally signed by Charles R. Brooker
Date: 2024.12.16 16:04:46 -05'00'

DATE OF PLANS: 12/09/2024 SHEET 01

POLK COUNTY
Rodney Isaac
12/16/2024 08:52:49

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ENGINEER ON THE DATE ADJACENT HEREON. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

C:\Users\Isaac

N.P.D.E.S. PERMITTING

FOR PROJECTS THAT DISTURB OVER ONE ACRE, THE CONTRACTOR SHALL APPLY FOR A NATIONAL POLLUTANT DISCHARGE ELIMINATION N.P.D.E.S. NOTICE OF INTENT PERMIT ISSUED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

THE CONTRACTOR SHALL MAINTAIN A COPY OF THE POLLUTION PREVENTION PLAN IN HIS OFFICE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. POSTING A COPY OF THE N.P.D.E.S. PERMIT ON-SITE.
2. NOTIFY THE ENGINEER OF ANY CHANGES TO THE POLLUTION PREVENTION PLAN WHICH HAS A SIGNIFICANT EFFECT ON THE POTENTIAL FOR THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS.
3. NOTIFY THE F.D.E.P. AS SOON AS THEY HAVE KNOWLEDGE (850/413-9911) AND IN WRITING WITHIN 14 CALENDAR DAYS OF ANY RELEASE OF HAZARDOUS OR OIL DISCHARGE IN THE STORMWATER.
4. FOR DRAINAGE BASINS WITH TEN OR MORE ACRES OF DISTURBED AREA AT ONE TIME, A TEMPORARY OR PERMANENT SEDIMENT BASIN OF 3,600 CUBIC FEET PER ACRE SHALL BE PROVIDED UNTIL FINAL STABILIZATION OF THE SITE.
5. PERMANENT STORMWATER PONDS SHOULD NOT BE USED FOR TEMPORARY SEDIMENT BASINS UNLESS APPROPRIATE MEASURES ARE TAKEN TO ASSURE REMOVAL OF ACCUMULATED FINE SEDIMENTS AND TO AVOID COMPACTION BY CONSTRUCTION MACHINERY OR EQUIPMENT.
6. MEASURES SHALL BE TAKEN TO PREVENT OFF-SITE VEHICLE TRACKING OF SEDIMENTS. i.e. STABILIZED CONSTRUCTION ENTRANCE.
7. A QUALIFIED INSPECTOR PROVIDED BY THE CONTRACTOR SHALL INSPECT ALL POINTS OF DISCHARGE INTO SURFACE WATERS THAT HAVE NOT BEEN FINALLY STABILIZED, AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING A RAIN GAUGE AND RECORDING RAINFALL ON THE PROJECT SITE.
8. A REPORT SHALL BE PREPARED SUMMARIZING THE SCOPE OF THE INSPECTION, NAME AND QUALIFICATION OF INSPECTOR, DATE OF INSPECTION, RAINFALL DATA, AND MAJOR OBSERVATIONS RELATING TO POLLUTION PREVENTION PLAN. THE REPORT SHALL EITHER IDENTIFY THE INCIDENTS OF NON-COMPLIANCE OR STATE THE PROJECT IS IN COMPLIANCE WITH THE PERMIT. THE REPORT SHALL BE SIGNED BY THE INSPECTOR.
9. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN A STORMWATER POLLUTION PREVENTION PLAN OF THIS PERMIT SHALL SIGN A COPY OF THE FOLLOWING CERTIFICATION STATEMENT BEFORE CONDUCTING ANY ACTIVITIES AT THE SITE;

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

THE CERTIFICATION MUST INCLUDE THE NAME AND TITLE OF THE PERSON PROVIDING THE SIGNATURE, THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE CONSTRUCTION FIRM AND THE DATE THE CERTIFICATION IS MADE.

10. IN ADDITION TO THE INSPECTION AND MAINTENANCE REPORTS, THE OPERATOR SHALL KEEP RECORDS OF THE CONSTRUCTION ACTIVITIES INCLUDING: DATES WHEN MAJOR GRADING ACTIVITIES OCCUR IN AN AREA, DATES WHEN CONSTRUCTION ACTIVITIES CEASE IN AN AREA, EITHER TEMPORARY OR PERMANENT, AND DATES WHEN AN AREA IS STABILIZED.
11. UPON COMPLETION OF FINAL STABILIZATION, THE ENGINEER SHALL BE NOTIFIED SO HE MAY COMPLETE AND SUBMIT A NOTICE OF TERMINATION.
12. THE PERMITTEE SHALL RETAIN A COPIES OF STORMWATER POLLUTION PREVENTION PLANS AND ALL REPORTS REQUIRED BY THIS PERMIT, AND RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED.

POLK COUNTY ENGINEERING DIVISION STANDARD NOTES:

1) OWNER/DEVELOPER OR THEIR CONTRACTOR SHALL COORDINATE AND SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO THE START OF CONSTRUCTION. OWNER/DEVELOPER OR THEIR CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION, IN WRITING, AT LEAST FIVE (5) DAYS PRIOR TO START OF CONSTRUCTION. OWNER/DEVELOPER OR THEIR CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION, IN WRITING, TWO (2) DAYS PRIOR TO PAVING AND TESTING.

2) AS-BUILT/RECORD DRAWINGS, AND CERTIFICATION OF COMPLETION SHALL BE SUBMITTED, SIGNED, SEALED, AND DATED BY THE ENGINEER OF RECORD. AS-BUILT/RECORD DRAWINGS SHALL INDICATE ANY DEPARTURES FROM THE APPROVED PLANS DURING CONSTRUCTION.

3) THE HIGHEST GROUND WATER WITHIN THE ROADWAY SHALL BE AT LEAST 1.5 FEET BELOW THE LIMEROCK BASE.

4) ENTIRE WIDTH OF RIGHTS-OF-WAY SHALL BE CLEARED IN ACCORDANCE WITH POLK COUNTY LAND DEVELOPMENT CODE REGULATIONS.

5) NO PAVING SHALL COMMENCE UNTIL WRITTEN AUTHORIZATION HAS BEEN GIVEN BY THE COUNTY ENGINEER. THE ASPHALT MIX DESIGN MUST BE APPROVED AND A PRE-PAVING MEETING MUST BE HELD PRIOR TO THE APPROVAL BY THE COUNTY ENGINEER TO PAVE.

6) ONLY THE APPROVED PLANS STAMPED AND SIGNED BY THE COUNTY ENGINEER SHALL BE USED ON THE PROJECT.

7) ANY CHANGE(S) TO THE APPROVED PLANS MUST BE SUBMITTED BY THE ENGINEER OF RECORD AND MUST BE APPROVED BY THE COUNTY ENGINEER BEFORE CONSTRUCTION OF THE CHANGE(S) CAN BE STARTED.

8) THERE SHALL BE NO MATERIAL CHANGES WITHOUT THE WRITTEN CONSENT FROM THE ENGINEER OF RECORD AND WRITTEN AUTHORIZATION FROM THE COUNTY ENGINEER.

GENERAL NOTES:

1) OWNER/DEVELOPER SHALL PROVIDE ENGINEER OF RECORD, IN WRITING, A LIST OF ALL CONTRACTORS AND SUB-CONTRACTORS, WITH FULL BUSINESS NAMES, RESPONSIBLE PERSON IN CHARGE, ADDRESS, TELEPHONE NUMBER(S), STATE AND/OR LOCAL BUSINESS LICENSE INFORMATION, AND INSURANCE CERTIFICATE.

2) IN CONFORMANCE WITH FLORIDA STATUTES CHAPTER 472, THE FULL RESPONSIBILITY FOR ESTABLISHING HORIZONTAL AND VERTICAL CONTROL AND CONSTRUCTION LAYOUT SHALL REST UPON A PROFESSIONALLY LICENSED SURVEYOR AND MAPPER IN THE STATE OF FLORIDA. OWNER/DEVELOPER AND/OR CONTRACTOR/SUB-CONTRACTOR, SHALL PROVIDE ENGINEER OF RECORD, IN WRITING, THE NAME, BUSINESS NAME, ADDRESS, TELEPHONE NUMBER(S), REGISTRATION AND/OR BUSINESS NUMBER(S).

ALL MATERIALS AND WORKMANSHIP SHALL BE TO F.D.O.T. STANDARDS AND AS DESCRIBED IN POLK COUNTY LAND DEVELOPMENT CODE REGULATIONS, AND IN ACCORDANCE WITH THE CITY, COUNTY, AND/OR STATE TECHNICAL STANDARDS AND SPECIFICATIONS FOR GRAVITY SEWERS, FORCE MAINS AND PUMP STATIONS, AND WATER DISTRIBUTION.

EXISTING UTILITIES NOTES:

A. THE CONTRACTOR SHALL ENSURE THAT ALL EXISTING UTILITIES IN THE AREAS OF WORK ARE LOCATED IN ACCORDANCE WITH SUNSHINE STATE ONE CALL REGULATIONS, FLORIDA STATUTES CHAPTER 556, "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT". THE CONTRACTOR IS RESPONSIBLE FOR SUBSURFACE VERIFICATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL UTILIZE DUE CARE AT ALL TIME WHEN PERFORMING EXCAVATIONS AS UTILITY LOCATES ARE NOT EXACT IN NATURE.

B. IF UTILITIES ARE TO REMAIN IN PLACE, THE CONTRACTOR SHALL PROVIDE ADEQUATE MEANS OF PROTECTION.

C. SHOULD UNCHARTED OR INCORRECTLY CHARTED PIPING OR OTHER UTILITIES BE ENCOUNTERED DURING EXCAVATION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD TO RESOLVE THE UTILITY CONFLICTS TO POLK'S SATISFACTION.

D. ALL COSTS FOR REPAIRING DAMAGES TO PROPERLY LOCATED POLK INFRASTRUCTURE OR OTHER UTILITIES SHALL BE THE CONTRACTOR'S RESPONSIBILITY IN ACCORDANCE WITH FLORIDA STATUTE'S CHAPTER 556, "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT".

E. POLK SHALL NOT BE RESPONSIBLE FOR UNCHARTED OR INCORRECTLY CHARTED WATER, WASTEWATER, AND RECLAIMED WATER MAINS OR OTHER UTILITIES AS RECORD DRAWINGS ARE NOT TO BE CONSIDERED TOTALLY REPRESENTATIVE OF SUBSURFACE CONDITIONS OR EXISTING INFRASTRUCTURE.

CONTRACTOR RESPONSIBLE FOR A CLEAN AND SECURE SITE AT ALL TIMES. TEMPORARY FENCE, ETC.

NOTES:

1. ALL MANHOLES AND MANHOLE COVERS LOCATED IN ROADWAYS MUST BE STRUCTURAL.
2. RECYCLED ASPHALT MATERIAL SHALL BE USED IN ALL COUNTY PAVING CONSTRUCTION.
3. BACKFILL TESTS ARE REQUIRED FOR ALL MANHOLES AND DRAINAGE INLETS.
4. THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION, IN WRITING, AT LEAST TWO DAYS PRIOR TO PAVING AND TESTING.
5. THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION, IN WRITING, AT LEAST FIVE DAYS PRIOR TO START OF CONSTRUCTION.
6. THE ENGINEER SHALL COORDINATE WITH THE LAND DEVELOPMENT DIVISION THE SCHEDULING OF THE PRE-CONSTRUCTION MEETING PRIOR TO THE START OF CONSTRUCTION.
7. THE LIFT THICKNESS FOR TYPE S.P. 9.5 ASPHALT IS 1¼".
8. CONCRETE FOR SIDEWALKS SHALL BE 3500 PSI.
9. SIDEWALKS SHALL MEET AMERICAN DISABILITIES ACT (ADA) INCLUDING MAXIMUM SLOPE OF 12:1, LANDINGS, RAMPS, AND CURB RAMPS.

NOTES:

1. ALL WORKMANSHIP, MATERIALS, ET CETERA, SHALL BE IN ACCORDANCE WITH AND SHALL COMPLY WITH THE "POLK COUNTY UTILITIES STANDARDS MANUAL" AS ADOPTED BY POLK COUNTY ORDINANCE NO. 10-061, THE POLK COUNTY UTILITIES "UTILITIES ADMINISTRATION MANUAL" (DECEMBER, 2010 AND LATEST REVISION), AND THE POLK COUNTY UTILITIES "UTILITY STANDARDS AND SPECIFICATIONS MANUAL" ("MANUAL", (DECEMBER, 2010 AND LATEST REVISION) CHAPTERS 1-8 (INCLUSIVE). REFER TO THE "INDEX" FOR THE FOLLOWING POLICY MANUALS: 1) CROSS CONNECTION CONTROL; 2) RECLAIMED WATER; 3) INDUSTRIAL WASTEWATER PRETREATMENT; 4) WATER CONSERVATION; AND 5) UTILITIES FATS, OILS, AND GREASE.
2. ALL WORKMANSHIP, MATERIALS, ET CETERA, SHALL BE TO F.D.O.T. STANDARDS, AND AS DESCRIBED IN POLK COUNTY LAND DEVELOPMENT CODE REGULATIONS, AND IN ACCORDANCE WITH THE CITY, COUNTY, AND/OR STATE TECHNICAL STANDARDS AND SPECIFICATIONS FOR GRAVITY SEWERS, FORCE MAINS AND PUMP STATIONS, AND WATER DISTRIBUTION.
3. THE CONTRACTOR CONSTRUCTING THE PROPOSED IMPROVEMENTS SHALL HAVE A RESPONSIBILITY IN CHECKING AND VERIFYING GRADE ELEVATIONS PRIOR TO THE INSTALLATION OF SAID IMPROVEMENTS. THE CONTRACTOR SHALL ALSO USE QUALIFIED AND COMPETENT PERSONNEL THAT CAN RECOGNIZE AND UNDERSTAND PROPER CONSTRUCTION TECHNIQUES AND PROCEDURES AND CAN ENCOUNTER DISCREPANCIES OR CONFLICTS ON THE PLANS, OR ON THE CONSTRUCTION SITE WHICH WOULD NEED TO BE CORRECTED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCIES, CONFLICTS OR ERRORS FOUND ON THE PLANS OR ON THE CONSTRUCTION SITE.
4. THE CONTRACTOR BIDDING ON THE PROPOSED IMPROVEMENTS SHALL HAVE THE RESPONSIBILITY OF VERIFYING THE EXISTING SITE CONDITIONS AND THAT THEIR DUE DILIGENCE IS DONE PRIOR TO SUBMITTING THE BID.

EXISTING GAS MAIN NOTE

F.S. 556 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMAL OF TWO WORKING DAYS PRIOR TO EXCAVATING. MAPS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS OR SERVICE LINES. THE ONLY SAFE AND PROPER WAY TO LOCATE GAS FACILITIES IS BY AN ON- SITE INSPECTION BY GAS SYSTEM PERSONNEL. THEREFORE, EXCAVATORS ARE INSTRUCTED TO TELEPHONE THE UTILITY SERVICE TWO WORKING DAYS BEFORE DIGGING IN A CONSTRUCTION AREA. CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING ALL EXCAVATION/INSTALLATION/CONSTRUCTION ACTIVITIES IN AREA OF GAS MAIN.

DRAINAGE GENERAL NOTES

1. THESE INLETS ARE SUITABLE FOR BICYCLE AND PEDESTRIAN AREAS AND ARE TO BE USED IN DITCHES, MEDIANS AND OTHER AREAS SUBJECT TO INFREQUENT TRAFFIC LOADINGS BUT ARE NOT TO BE PLACED IN AREAS SUBJECT TO ANY HEAVY WHEEL LOADS.
2. INLETS SUBJECT TO MINIMAL DEBRIS SHOULD BE CONSTRUCTED WITHOUT SLOTS. WHERE DEBRIS IS A PROBLEM INLETS SHOULD BE CONSTRUCTED WITH SLOTS. SLOTTED INLETS LOCATED WITHIN ROADWAY CLEAR ZONES AND IN AREAS ACCESSIBLE TO PEDESTRIANS SHALL HAVE TRAVERSABLE SLOTS. THE TRAVERSABLE SLOT MODIFICATION IS NOT ADVANTAGE TO INLET TYPE H. SLOTS MAY BE CONSTRUCTED AT EITHER OR BOTH ENDS AS SHOWN ON PLANS.
3. STEEL GRATES ARE TO BE USED ON ALL INLETS WHERE BICYCLE TRAFFIC IS ANTICIPATED. STEEL GRATES ARE TO BE USED ON ALL INLETS WITH TRAVERSABLE SLOTS. OTHER CAST IRON OR STEEL GRATES MAY BE USED ON INLETS WITHOUT SLOTS WHERE BICYCLE TRAFFIC IS NOT ANTICIPATED. EITHER CAST IRON OR STEEL GRATES MAY BE USED ON ALL INLETS WITH NON-TRAVERSABLE SLOTS. SUBJECT TO THE SELECTION DESCRIBED ABOVE, WHEN ALTERNATE G GRATE IS SPECIFIED IN THE PLANS, EITHER THE STEEL GRATE, NOT DIPPED GALVANIZED AFTER FABRICATION, OR THE CAST IRON GRATE MAY BE USED, UNLESS THE PLANS STIPULATE THE PARTICULAR TYPE.
4. RECOMMENDED MAXIMUM PIPE SIZES SHOWN ARE FOR CONCRETE PIPE. PIPE SIZES LARGER THAN THOSE RECOMMENDED MUST BE CHECKED FOR FIT.
5. ALL EXPOSED CORNERS AND EDGES OF CONCRETE ARE TO BE CHAMFERED.
6. PAYMENT TO BE USED ON INLETS WITHOUT SLOTS AND INLETS WITH NON-TRAVERSABLE SLOTS ONLY WHEN CALLED FOR IN THE PLANS; BUT REQUIRED ON ALL TRAVERSABLE SLOT INLETS. COST TO BE INCLUDED IN CONTRACT UNIT PRICE FOR INLETS. QUANTITIES SHOWN ARE FOR INFORMATION ONLY.
7. TRAVERSABLE SLOTS CONSTRUCTED IN EXISTING INLETS SHALL BE PAID FOR AS INLETS PARTIAL, AND SHALL INCLUDE THE COST FOR SLOT OPENINGS, PAVING ANY REQUIRED REPLACEMENT GRATES.
8. SODDING TO BE USED ON ALL INLETS NOT LOCATED IN PAVED AREAS AND PAID FOR UNDER CONTRACT UNIT PRICE FOR SODDING SY.
9. FOR SUPPLEMENTARY DETAILS SEE INDEX NO. 201

SIGNING AND PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC. TEMPORARY PAVEMENT MARKINGS SHALL BE PAINT. CONTRACTOR SHALL INSTALL THERMOPLASTIC PAVEMENT MARKINGS 30 DAYS AFTER PAVEMENT CURES. PAVEMENT MARKINGS SHALL COMPLY WITH F.D.O.T. STANDARDS AND SPECIFICATIONS.
2. ALL RPM PLACEMENT SHALL BE IN ACCORDANCE WITH F.D.O.T. INDEX NO. 706-001.
3. ALL CONSTRUCTION, WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARDS, SPECIFICATIONS, AND DETAILS (LATEST EDITION), AND IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
4. ALL SIGNAGE, STRIPING, AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE F.D.O.T. INDEX NO. 711-001.
5. PAINTED PAVEMENT MARKINGS (FINAL SURFACE) SHALL INCLUDE TWO (2) APPLICATIONS OF PAINTED PAVEMENT MARKINGS AND ONE (1) APPLICATION OF RETRO-REFLECTIVE PAVEMENT MARKERS APPLIED TO THE FINAL SURFACE MEETING THE REQUIREMENTS OF SECTION 706 OF THE F.D.O.T. STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION BOOK (LATEST EDITION).
6. CONTRACTOR SHALL NOT PLACE THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS ON NEWLY CONSTRUCTED FINAL SURFACE'S COURSE PRIOR TO THIRTY (30) CALENDAR DAYS AFTER PLACEMENT OF FINAL SURFACE COURSE. THE ENGINEER OF RECORD AND/OR INSPECTOR MAY REQUIRE LONGER CURE PERIODS. PROVIDE TEMPORARY MARKINGS IF ROADWAYS ARE OPEN TO TRAFFIC.
7. AT THE END OF EACH DAY THE RIGHT OF WAY (INCLUDING ALL TRAVEL LANES) SHALL BE RESTORED FOR SAFE VEHICULAR TRAFFIC.
8. ANY STRIPPING REMOVAL SHALL BE BY MILLING AND RESURFACING.
9. THE STOP BAR AND ALL OTHER STRIPPING WITHIN THE RIGHT OF WAY TO BE THERMOPLASTIC.

NOTICE TO ALL CONTRACTORS: THIS SITE MAY HAVE EXISTING ON-SITE SEWER MAINS, WATER MAINS, & OVERHEAD ELECTRIC LINES - SEE NOTES THIS SHEET. CONTRACTOR TO EXERCISE EXTREME CAUTION DURING EXCAVATION IN AREA OF EXISTING GAS MAIN

ROADSIDE RECOVERY AREA FOR ALL STREETS

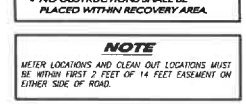
- DESIGN SPEED-25 MPH
- MINIMUM RECOVERY AREA-6' (FROM LIP OF MIAMI GUTTER)
- NO OBSTRUCTIONS SHALL BE PLACED WITHIN RECOVERY AREA.

NOTE

METER LOCATIONS AND CLEAN OUT LOCATIONS MUST BE WITHIN FIRST 2 FEET OF 14 FEET EASEMENT ON EITHER SIDE OF ROAD.

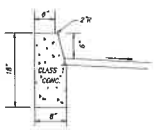
MIAMI CURB AND GUTTER

N.T.S.



TYPE D CURB

N.T.S.

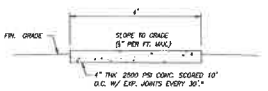


TYPICAL PAVEMENT SECTION STABILIZED ACCESS

N.T.S.



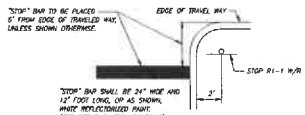
1. 6" CRUSHED CONCRETE (LBR 100 MIN., COMPACTED TO 95% T-180.
2. 12" TYPE "B" STABILIZATION, LBR 40 MIN., COMPACTED TO 98% AASHTO T-180.



*AT DRIVEWAYS SIDEWALKS SHALL BE 6" THICK WITH 10 X10 WOVEN WIRE FABRIC OR EQUIVALENT STEEL REBARS

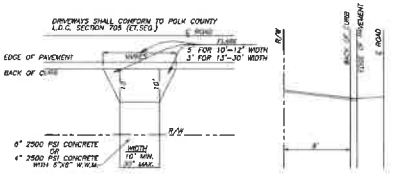
TYPICAL ON-SITE SIDEWALK DETAIL

N.T.S.



STOP BAR DETAIL WITH SIGNAGE

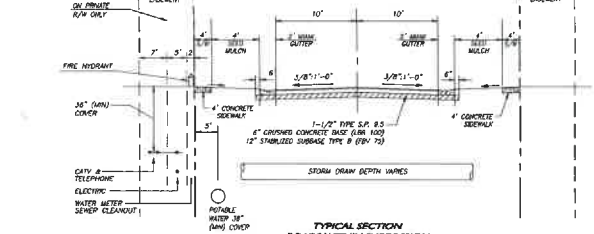
N.T.S.



TYPICAL DRIVEWAY WITH MIAMI CURB

N.T.S.

DUE TO THE EXISTING OR PROPOSED CONDITIONS OF THIS PROJECT, NOT ALL OF THESE GENERAL NOTES MAY APPLY.



TYPICAL SECTION
ROADS WITHIN SUBDIVISION

TYPICAL SECTION

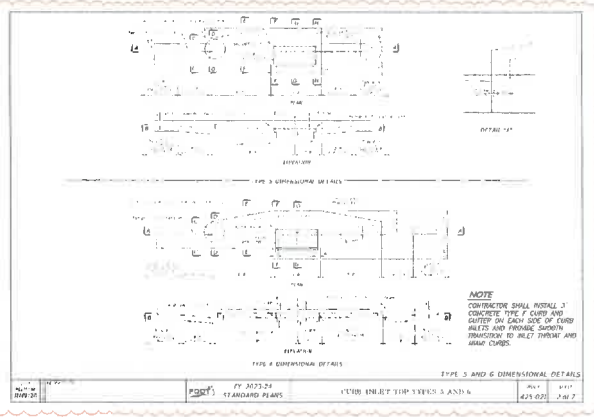
N.T.S.

LIGHT DUTY PAVEMENT CONSTRUCTION

LAYER COEFFICIENT CALCULATIONS

LAYER	LAYER COEFFICIENT	THICKNESS (INCHES)	STRUCTURAL NUMBER
ASPHALT (AC) FDOT SP-9.5	0.44	1.5	0.65
CRUSHED CONCRETE (LBR 100)	0.11	6	1.08
STABILIZED SUBGRADE (FBV 75 OR LBR 40)	0.05	12	0.72
TOTAL			2.46

NOTE: CRUSHED CONCRETE CAN BE USED AS AN ALTERNATE FOR LIMEROCK BASE (LBR=150). CONTRACTOR MAY SUBSTITUTE A MAXIMUM OF 30% RECYCLED ASPHALT MATERIAL



CHANGE ORDER NOTE:

ANY CHANGES / REVISIONS TO THE CONSTRUCTION PLANS BEFORE, DURING OR AFTER THE START OF CONSTRUCTION SHALL REQUIRE AN APPROVED CHANGE ORDER SIGNED BY THE OWNER / CLIENT, WHICH INCLUDES A TOTAL COST ASSOCIATED WITH THE WORK EFFORT AND MATERIALS PROVIDED TO COMPLETE THE CHANGE, PRIOR TO BEGINNING ANY WORK OR ORDERING ANY ASSOCIATED CONSTRUCTION MATERIALS. ALL COSTS ASSOCIATED WITH CHANGE ORDERS MUST BE APPROVED IN WRITING BY THE OWNER.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
IN PINELLAS STATE ONE CALL OF FLORIDA, INC.

DATE	MO	REVISIONS
2/9/23	1	STREET LIGHTING AGREEMENT
04-13-23	2	ADDITIONAL DETAILS
08-24-23	3	REVISED POWER & CONSTRUCTION
03-26-24	4	REVISED SIDEWALK & DRIVEWAY
05-06-24	5	STORM DETAILS AND SIDEWALK
07-03-24	6	STREET TREE COUNTY COMMENTS
11-13-24	7	ADDED CURB INLET DETAILS
12-18-24	8	REVISED CURB INLET DETAILS

ECON
ENGINEERING & SURVEYING, INC.
2028 EAST EDGEWOOD DRIVE
LAKELAND, FLORIDA 33803
(863) 644-2548 FAX (863) 644-2549
CERTIFICATE OF AUTHORIZATION NUMBER: EB 24564
PROFESSIONAL ENGINEERING SERVICES - EB 24564
PROFESSIONAL SURVEYING AND MAPPING SERVICES - LB 7456

CHARLES R. [illegible] P.E. LICENSE #[illegible] DATE

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ENGINEER ON THE DATE INDICATED HEREON. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ANY AND ALL UNUSED DRAWINGS, WORK, OR SERVICES SHALL REMAIN THE PROPERTY OF ECON ENGINEERING & SURVEYING, INC. AND SHALL NOT BE USED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN CONSENT OF ECON ENGINEERING & SURVEYING, INC. AND SHALL BE RETURNED UPON REQUEST.

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL.

GENERAL NOTES & DETAILS 1

SHEET 02

c:\Users\John\Econ\ECON Jobs Stores - Active Projects\Landing\ENG\KNIGHTS LANDING-COVER - 24306.dwg, 12/3/2024 9:20 AM, John Gilmore

GENERAL CONSTRUCTION NOTES

1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL CHECK PLANS AND FIELD CONDITIONS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
3. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION.
5. ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO SHALL BE OF LATEST REVISIONS AND/OR LATEST EDITION.
6. ALL WORK SHALL BE PURSUANT TO POLK COUNTY REGULATIONS
7. CONTRACTOR SHALL SUBMIT FOR REVIEW TO THE OWNER'S ENGINEER SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO BE USED ON THIS SITE. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. ENGINEER'S APPROVAL OF A SHOP DRAWING DOES NOT RELIEVE CONTRACTOR'S RESPONSIBILITY FOR PERFORMANCE OF THE ITEM.
8. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY WITH OTHER CONTRACTOR'S AND UTILITY COMPANIES.
9. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF AT LEAST 3,000 P.S.I. IN 28 DAYS, UNLESS OTHERWISE NOTED, SPECIFIED OR REQUIRED
10. REINFORCING SHALL BE BILLET STEEL BARS CONFORMING TO A.S.T.M. A615 GRADE 40 OR BETTER.
11. THE CONTRACTOR/SUBCONTRACTOR SHALL PLACE A 1" DEEP SCORED JOINT EVERY 5' AND AN EXPAM.S.ION JOINT EVERY 100' IN THE SIDEWALK.
12. SIDEWALK CONSTRUCTION SHALL BE FLUSH WITH PAVEMENT WHERE THEY ARE ADJACENT OR MEET, UNLESS OTHERWISE SHOWN.
13. MATERIALS AND CONSTRUCTION METHODS FOR STREETS AND STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH POLK COUNTY REGULATIONS AND STANDARDS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1996, OR LATEST REVISION THEREOF AND SUPPLEMENTAL SPECIFICATIONS THERETO.
14. ALL PIPE NOTED ON THE PLANS AS RCP SHALL BE REINFORCED CONCRETE PIPE, CLASS III, WITH RUBBER GASKET JOINTS.
15. REPAIR AND REPLACEMENT OF ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS BEFORE COMMENCING CONSTRUCTION WORK UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.
16. RECORD DRAWINGS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING INFORMATION ON A SET OF THE APPROVED PLANS CONCURRENTLY WITH CONSTRUCTION PROGRESS. WITHIN TWO WEEKS FOLLOWING FINAL INSPECTION THE CONTRACTOR SHALL SUBMIT A DIGITAL FILE, AND A PAPER COPY OF RECORD DRAWINGS TO THE ENGINEER OF RECORD. THE FINAL RECORD DRAWINGS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:
   A. DRAWINGS TO BE LEGIBLY MARKED TO RECORD ACTUAL CONSTRUCTION.
   B. DRAWINGS SHALL SHOW ACTUAL LOCATION OF ALL UTILITIES, AND RELATED APPURTENANCES. VERTICAL LOCATIONS OF UTILITIES & APPURTENANCES SHALL BE CLEARLY SHOWN AND REFERENCED TO PERMANENT SURFACE IMPROVEMENTS. DRAWINGS SHALL ALSO SHOW ACTUAL INSTALLED PIPE MATERIAL, ETC.
   C. DRAWINGS SHALL CLEARLY SHOW ALL FIELD CHANGES OF DIMENSION AND DETAIL INCLUDING CHANGES MADE BY FIELD ORDER OR BY CHANGE ORDER.
   D. DRAWINGS SHALL CLEARLY SHOW ALL DETAILS NOT ON ORIGINAL CONTRACT DRAWINGS BUT CONSTRUCTED IN THE FIELD, ALL EQUIPMENT AND PIPING RELOCATION SHALL BE CLEARLY SHOWN.
   E. LOCATIONS OF ALL MANHOLES, HYDRANTS, VALVES, & VALVE BOXES SHALL BE SHOWN.
   F. THE CONTRACTOR SHALL PROVIDE CERTIFIED RECORD DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR. THE RECORD DRAWINGS SHALL SHOW FINAL GRADES AND LOCATIONS ON ALL UTILITIES INCLUDING THE SANITARY SEWER, WATER, PRODUCT PIPING, STORM WATER COLLECTION SYSTEM (I.E. PIPES, INLETS, AND PONDS) AND PROVIDE GIS INFORMATION FOR ALL INSTALLED FACILITIES. RECORD DRAWINGS SHALL MEET JURISDICTIONAL AGENCY'S REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE FIVE COPIES OF THE CERTIFIED RECORD DRAWINGS TO THE ENGINEER.
17. SOILS ENGINEER TO SUPPLY THE DESIGN ENGINEER WITH A PHOTOCOPY OF ALL COMPACTION TESTS, ASPHALT RESULTS, AND CONCRETE RESULTS THE SOILS ENGINEER IS TO CERTIFY TO THE DESIGN ENGINEER IN WRITING THAT ALL TESTING REQUIREMENTS REQUIRED BY THE LOCAL REGULATORY AGENCY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) FOR THE IMPROVEMENTS AS REQUIRED BY THE ENGINEERING CONSTRUCTION DRAWINGS FOR THE ON-SITE HAVE BEEN SATISFIED.
18. IRRIGATION SYSTEM SHALL HAVE COLOR CODED PIPING AND LABELING ON THE PIPE TO ENSURE DIFFERENTIATION FROM POTABLE WATER PIPING.
19. AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES AND SUPPLY THEM WITH ALL REQUIRED SHOP DRAWINGS. THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE, AND OTHER INFORMATION AS REQUIRED. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER OR WITHOUT AGENCY INSPECTOR PRESENT MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
20. OWNER SPECIFIC SPECIFICATIONS TO BE PROVIDED TO CONTRACTOR DURING BIDDING.
21. CONTRACTOR SHALL ADHERE TO THE FOLLOWING DETAILS, STANDARDS, REGULATIONS, AND ORDINANCES.
22. COUNTY HEALTH DEPARTMENT, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FLORIDA DEPARTMENT OF TRANSPORTATION, SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.
23. ALL SITE WORK SHALL CONFORM TO THE LATEST POLK COUNTY, S.W.F.W.M.D. AND F.D.O.T. REGULATIONS, SPECIFICATIONS, AND GUIDELINES.

MAINTENANCE OF TRAFFIC NOTES

1. WORK ZONE MAINTENANCE OF TRAFFIC (M.O.T.) SHALL COMPLY WITH F.D.O.T. STANDARD PLANS INDEX NUMBERS 102-600, 102-619, 102-620, 102-621.
2. CONTRACTOR SHALL HAVE NOT INSPECTED DAILY BY PERSONNEL WHICH ARE "F.D.O.T. ADVANCED WORK ZONE TRAFFIC CONTROL" CERTIFIED. ALL DEFICIENCIES SHALL BE CORRECTED IMMEDIATELY.

FIRE SYSTEM REQUIREMENTS

1. FIRE SYSTEM AND FUNCTIONALITY SHALL CONFORM TO NFPA STANDARDS. LATEST ADDITION. FIRE MAINS, TANKS, AND HYDER SIZES LISTED ON THE CIVIL PLANS ARE SHOWN AS "NOMINAL". FINAL SIZE SHALL BE DETERMINED BY THE MECHANICAL ENGINEER.

DRAINAGE SYSTEM NOTES

1. STANDARD INDEXES REFER TO THE LATEST EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC STANDARD PLANS".
2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC STANDARD PLANS UNLESS OTHERWISE NOTED ON PLANS.
3. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO THE CENTER OF DRAINAGE STRUCTURES WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS WHICH ARE INCLUDED IN LENGTHS.
4. ALL DRAINAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL BE TRAFFIC RATED FOR H-20 LOADINGS.
5. CONTRACTOR TO SOD THE DETENTION POND AS INDICATED ON PLANS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE POND.
6. THE STORM DRAINAGE PIPING AND FILTRATION SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. THE CONTRACTOR SHALL COORDINATE A FINAL INSPECTION OF THE COMPLETED STORMWATER MANAGEMENT SYSTEM PRIOR TO FINAL ACCEPTANCE BY THE OWNER. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION.
7. IF DEWATERING IS REQUIRED, CONTRACTOR IS TO OBTAIN ALL NECESSARY PERMITS.

PAVING AND GRADING NOTES

1. ALL DELETERIOUS MATERIAL (I.E., MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER'S ENGINEER OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED. DEWATERING SHALL BE USED AS REQUIRED, AND PERMITTED THROUGH POLK COUNTY GOVERNMENTAL AGENCIES AND WATER MANAGEMENT DISTRICT PER CURRENT REGULATIONS.
3. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.
4. REFER TO THE LATEST EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS" FOR DETAILS AND SPECIFICATIONS OF ALL F.D.O.T. TYPE CURBING AND CUTTERS CALLED FOR ON THESE PLANS.
5. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. CONTRACTOR TO COORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY ELEVATION CHANGES.
6. PRIOR TO CONSTRUCTION OF CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE OWNER'S ENGINEER FOR REVIEW.
7. CONTRACTOR TO PROVIDE A 1/2" BITUMINOUS EXPAN.S.ION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND ANY STRUCTURE.
8. ALL PAVEMENT MARKINGS SHALL BE MADE WITH PERMANENT THERMOPLASTIC AND SHALL CONFORM TO F.D.O.T. STANDARD INDEX NO. 711-001, SHEETS 1-14. PARKING STALL STRIPING TO BE 4" WIDE PAINTED STRIPES. ON-SITE STRIPE COLOR SHALL BE WHITE EXCEPT AS SHOWN ON THE ENGINEERING PLANS. PARKING STALL STRIPING SHALL BE COMPATIBLE WITH THE PAVEMENT TYPE (I.E. CONCRETE, ASPHALT) AND SPECIFICATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL.
9. CONTRACTOR SHALL TRIM, TACK, AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT
10. CONTRACTOR SHALL INSTALL STORM PIPING AND CULVERTS IN ACCORDANCE WITH F.D.O.T. INDEX 205 AND PLACE EXTRA BASE MATERIAL WHEN THE DISTANCE BETWEEN THE PAVEMENT ELEVATION AND THE TOP OF THE PIPE OR BELL IS LESS THAN TWELVE (12) INCHES.
11. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT TO THE TESTING SCHEDULE REQUIRED BY APPLICABLE REGULATORY AGENCIES AND AS MAY BE FOUND IN THE ENGINEERING CONSTRUCTION DRAWINGS. CONTRACTORS TO VERIFY ALL TESTING WITH THE OWNER PRIOR TO COMMENCING CONSTRUCTION. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER MUST SUBMIT TO THE OWNER'S ENGINEER AND THE COUNTY CERTIFICATIONS STATING THAT ALL REQUIREMENTS HAVE BEEN MET.
12. ALL CONCRETE WORK SHALL CONFORM TO ACI 318-05, "STANDARD BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE." ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS. PROVIDE 3/4" CHAMFER AT ALL EXPOSED CONCRETE EDGES.
13. REINFORCING STEEL SHALL BE BILLET STEEL CONFORMING TO ASTM 1615, GRADE 60, UNLESS INDICATED OTHERWISE. MINIMUM SPLICE LENGTH SHALL BE 30 BAR DIAMETERS WHERE CONT. (CONTINUOUS) IS INDICATED ON PLANS.
14. WELDED WIRE FABRIC (W.W.F.) SHALL BE ASTM A185. MINIMUM LAP SHALL BE 6".
15. CONCRETE MASONRY UNITS (C.M.U.) SHALL BE TWO CELL, TYPE N-1 (ASTM C90), HOLLOW UNITS WITH A GROSS COMPRESSIVE STRENGTH OF 1,000 PSI WITH TYPE S MORTAR, WITH ALL MORTAR SHALL CONFORM TO ASTM C270.

GEOTECHNICAL NOTE

1. CONTRACTOR TO REVIEW AND FOLLOW CONSTRUCTION TECHNIQUES OUTLINED IN THE SITE GEOTECHNICAL REPORT.

SAFETY NOTES

1. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, THE CONTRACTOR SHALL COMPLY WITH REGULATIONS. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF ITS PERSONNEL. LABOR SAFETY REGULATIONS SHALL BE AS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF LABOR.
2. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS SHALL BE FOLLOWED IN THE DESIGN APPLICATION, INSTALLATION, MAINTENANCE, AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKERS FROM HAZARDS WITHIN THE PROJECT LIMITS.
3. ALL TRAFFIC CONTROL MARKINGS, FLAGGERS, AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION.
4. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

CLEARING AND EROSION CONTROL NOTES

1. PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN ON THE CONSTRUCTION PLANS SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY'S TREE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE TREES IN GOOD CONDITION. NO TREES SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE OWNER. ONLY "GRADING BY HAND" IS PERMITTED WITHIN THE CANOPY LINE OF TREES THAT ARE TO REMAIN.
2. THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE SOILS TESTING REPORT. COPIES OF THE SOILS REPORT ARE AVAILABLE THROUGH THE OWNER OR THE SOILS TESTING COMPANY. QUESTIONS REGARDING SITE PREPARATION REQUIREMENTS DESCRIBED IN THE SOILS REPORT ARE TO BE DIRECTED TO THE SOILS TESTING COMPANY.
3. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE SEEDED, MULCHED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION.
4. THE TOP 4" TO 8" OF GROUND REMOVED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER TO BE USED FOR LANDSCAPING PURPOSES, UNLESS OTHERWISE DIRECTED BY THE OWNER. SILT FENCE SHALL BE INSTALLED ALONG THE STOCKPILE PERIMETER FOR EROSION CONTROL.
5. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
6. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS FOR REMOVING ANY EXISTING STRUCTURES.
7. CONTRACTOR TO OBTAIN SITE CLEARING & TREE REMOVAL PERMIT PRIOR TO INSTALLATION OF ANY UNDERGROUND UTILITIES AND CLEARING THE SITE.
8. PROTECTION OF EXISTING STORM SEWER SYSTEMS: DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED HAY BALES, SOD, STONE, ETC., WHICH SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.
9. ALL DISTURBED AREAS WHICH ARE NOT TO BE SODDED ARE TO BE SEEDED AND MULCHED TO F.D.O.T. STANDARDS AND MAINTAINED UNTIL A SATISFACTORY STAND OF GRASS ACCEPTABLE TO THE REGULATORY AGENCY AND ENGINEER HAVE BEEN OBTAINED. ANY WASHOUTS, REGRADING, RESEEDING, AND CRIMPING WORK, AND OTHER EROSION WORK REQUIRED, WILL BE PERFORMED BY THE CONTRACTOR UNTIL THE SYSTEM IS ACCEPTED FOR MAINTENANCE BY POLK COUNTY.
10. CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (STRAW BALE, TURBIDITY BARRIER OR STAKED SILT FENCE) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS, WATERWAYS, AND EXISTING WETLANDS. IN ADDITION, CONTRACTOR SHALL PLACE STRAW, MULCH, OR OTHER SUITABLE MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE IF, IN THE OPINION OF THE ENGINEER AND/OR POLK COUNTY, EXCESSIVE QUANTITIES OF EARTH ARE TRANSFERRED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO RECOVER SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR AUTHORITIES.
11. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION, OR OTHER ACCEPTABLE METHODS.
12. THERE SHALL BE NO DISCHARGE (I.E. PUMPING, SHEET FLOW, SWALE, DITCH, ETC.) INTO EXISTING LAKE SYSTEM, WETLAND, OR RIVER, WITHOUT THE USE OF SETTLING PONDS. IF THE CONTRACTOR DESIRES TO DISCHARGE INTO THE EXISTING LAKE SYSTEM OR RIVER, A SETTLING POND PLAN MUST BE SUBMITTED AND APPROVED BY THE ENGINEER AND POLK COUNTY PRIOR TO CONSTRUCTION.
13. EROSION CONTROL MUST BE INSTALLED PRIOR STARTING CONSTRUCTION AND BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. AN EROSION CONTROL INSPECTION IS SUGGESTED PRIOR TO THE START OF CONSTRUCTION.

STANDARD UTILITY NOTES

1. CHAPTER 553.851 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATING. MAPS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS AND DO NOT SHOW SERVICE LINES. THE ONLY SAFE AND PROPER WAY TO LOCATE EITHER MAINS OR SERVICE LINES IS BY AN ON-SITE INSPECTION BY THE RESPECTIVE GAS PERSONNEL. THEREFORE, EXCAVATORS ARE INSTRUCTED TO TELEPHONE THE RESPECTIVE GAS COMPANY TWO WORKING DAYS BEFORE EXPENSE A CONSTRUCTION AREA.
2. ALL UNDERGROUND UTILITIES MUST BE IN PLACE, TESTED AND INSPECTED AS REQUIRED AFTER BASE IS INSTALLED.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION. BY CALLING FLORIDA SUNSHINE STATE ONE CALL CENTER OF FLORIDA, INC. AT 1-800-432-4770. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY "SUNSHINE" FORTY-EIGHT (48) HOURS PRIOR TO ANY CLEARING OF CONSTRUCTION TO IDENTIFY ALL UTILITY LOCATIONS.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING ANY EXISTING STRUCTURES FROM THE SITE. ALL UTILITIES INCLUDING, BUT NOT NECESSARILY LIMITED TO, THE FOLLOWING SHOULD BE CONTACTED BY THE CONTRACTOR:
   1. GAS
   2. TELEPHONE
   3. CABLE
   4. POWER
   5. CITY/COUNTY WATER AND SEWER INCLUDING RECLAIMED WATER AND IRRIGATION SYSTEMS
   6. CITY/COUNTY/STATE TRAFFIC SIGNAL UTILITY (FIBER, HARDWIRE TRAFFIC SIGNAL INTERCONNECT)
5. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFACE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES AND THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

STREET LIGHTING NOTES:

(PER POLK COUNTY LIGHTING STANDARDS – SECTION 707)

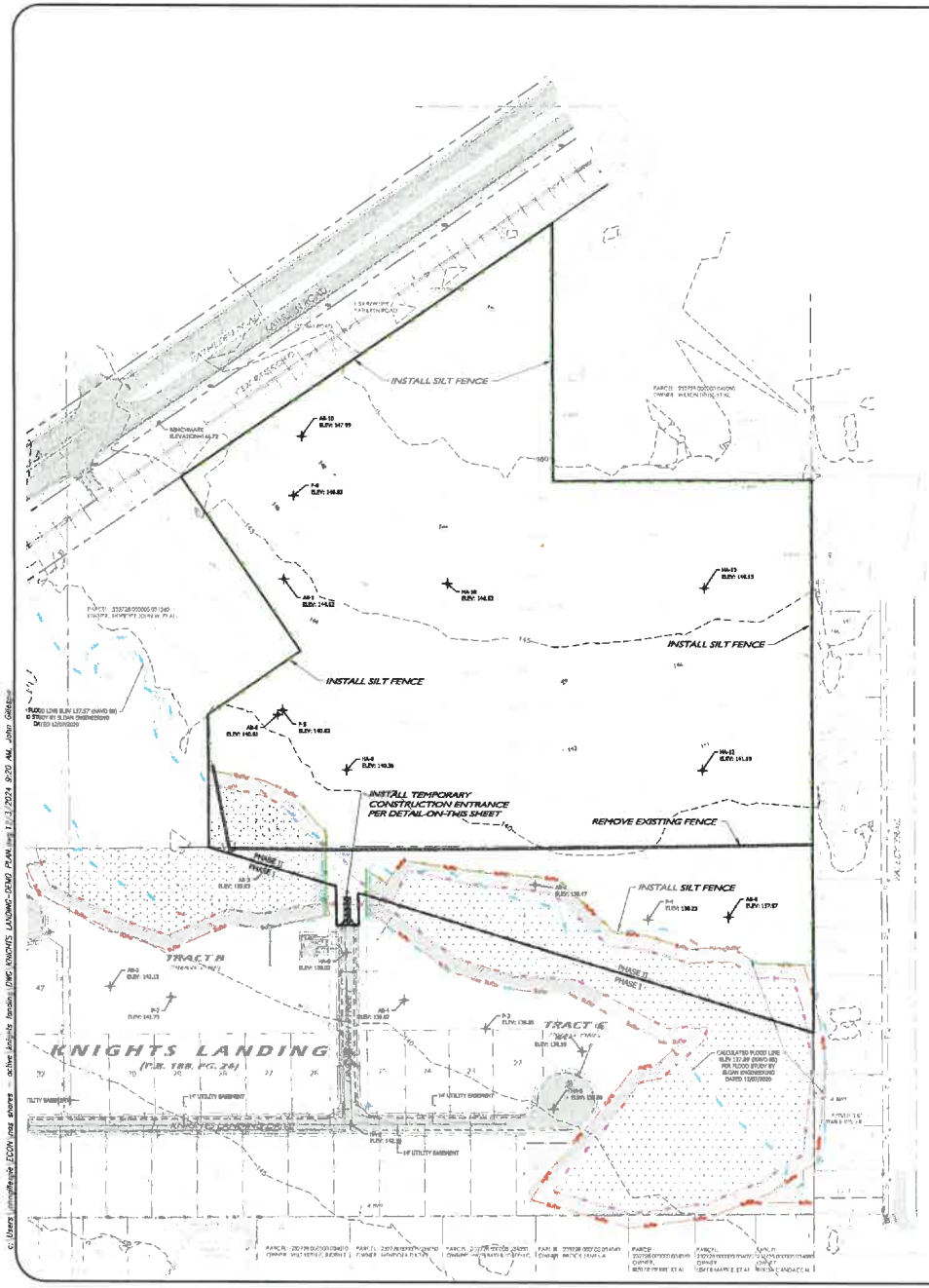
1. TWO STREET LIGHTS SHALL BE PROVIDED AT THE CROSSWALKS TO ALL VEHICULAR ENTRANCES TO MAJOR SUBDIVISIONS AND NONRESIDENTIAL DEVELOPMENTS.
2. THE LIGHTING VALUES FOR STREET LIGHTING IS BASED UPON THE STANDARDS SET FORTH IN TABLE 1 IN FEDERAL HIGHWAY ADMINISTRATION PUBLICATION NO. FHWA-HRT-14-050, GUIDELINES FOR THE IMPLEMENTATION OF PLANNING OPEN METERED LIGHTING ON ROADWAYS, PROMULGATED FROM STANDARDS DEVISED BY THE ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA). ALL STREET LIGHTING PROVIDED SHALL BE RECESSED OR CONSIST OF FIXTURES DESIGNED TO MINIMIZE OFFSITE GLARE AND LIGHT TRESPASS.
3. THE ILLUMINATION LEVELS ALONG DIFFERENT ROAD CLASSIFICATIONS SHALL BE AS FOLLOWS:
   ARTERIAL ROADWAYS: 0.6 FOOT-CANDLE (FC) TO 1.2 FC
   COLLECTOR ROADWAYS: 0.4 FC TO 0.8 FC
   LOCAL/PRIVATE ROADWAYS: 0.4 FC TO 0.6 FC

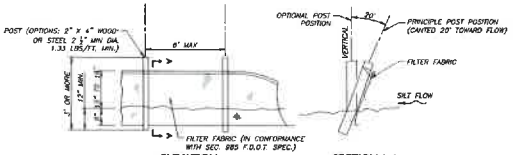
(PER POLK COUNTY LIGHTING STANDARDS – SECTION 924.6)

1. TO ENHANCE SAFETY FOR PEDESTRIAN PLANNING OPEN AND VEHICULAR TRAFFIC, ALL MAJOR SUBDIVISIONS SHALL PROVIDE STREET LIGHTING ALONG ALL INTERNAL ROADWAYS.
2. ALL STREET LIGHTING PROVIDED SHALL BE RECESSED OR CONSIST OF FIXTURES DESIGNED TO MINIMIZE OFFSITE GLARE AND LIGHT TRESPASS.
3. ALL STREETLIGHTS SHALL BE INSTALLED AT THE EXPENSE OF THE DEVELOPER.

WATER SYSTEM NOTES

1. A VERTICAL CLEARANCE OF 12 INCHES SHALL BE MAINTAINED BETWEEN SANITARY SEWERS AND WATER MAINS IN ACCORDANCE WITH POLK COUNTY UTILITIES FIGURE DW16-1.
2. IN ACCORDANCE WITH F.A.C. 62-555.314, NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
3. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM HORIZONTAL DISTANCE OF SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED SANITARY SEWER LINE.
4. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FOOT, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAINS, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM BOTTOM OF THE WATER MAIN IS LAID AT LEAST TWELVE INCHES ABOVE THE TOP OF THE SEWER.
5. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.
6. ALL WATER MAINS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER
7. ALL WATER SYSTEM WORK SHALL CONFORM WITH POLK COUNTY STANDARDS AND SPECIFICATIONS.
8. CONFLICTS BETWEEN WATER AND STORM OR SANITARY SEWER TO BE RESOLVED BY THE ENGINEER OF RECORD.
9. ALL DUCTILE IRON PIPE SHALL BE CLASS 52 IN ACCORDANCE WITH ANSI A 21.50 (AWWA C150) AND ANSI A 21.51 (AWWA C151) AND PIPE SHALL RECEIVE EXTERIOR BITUMINOUS COATING IN ACCORDANCE WITH ANSI A 21.6, A 21.8 OR A 21.51 AND SHALL BE MORTAR LINED, STANDARD THICKNESS, AND BITUMINOUS SEALED IN ACCORDANCE WITH ANSI A (AWWA C 104-71).
10. ALL FITTINGS LARGER THAN 2" SHALL BE DUCTILE IRON CLASS 53 IN ACCORDANCE WITH AWWA C-110 WITH A PRESSURE RATING OF 350 PSI. JOINTS SHALL BE MECHANICAL JOINTS IN ACCORDANCE WITH AWWA C-111. FITTINGS SHALL BE CEMENT MORTAR LINED AND COATED IN ACCORDANCE WITH AWWA C-104.
11. CONTRACTOR TO INSTALL WATER SERVICE LATERALS IN ACCORDANCE WITH POLK COUNTY UTILITIES FIGURE GW-20-1.
12. RESTRAINED JOINTS SHALL BE PROVIDED AT ALL FITTINGS AND HYDRANTS IN ACCORDANCE WITH AWWA STANDARDS AND POLK COUNTY UTILITIES FIGURE GW-04. SEE DETAIL SHEET FOR RESTRAINT SCHEDULE.
13. ALL PVC WATER MAINS 4" THROUGH 12" SHALL BE IN ACCORDANCE WITH AWWA C-900 AND SHALL BE DR-18.
14. ALL FITTINGS 2" AND SMALLER SHALL BE SCHEDULE 40 PVC WITH SOLVENT WELDED SLEEVE TYPE JOINTS.
15. ALL WATER MAINS AND WATER SERVICES TO BE INSTALLED UNDER ROAD UNDERGROUND SHALL MAINTAIN 12" SEPARATION
16. MATERIALS AND CONSTRUCTION METHODS FOR WATER DISTRIBUTION SYSTEM SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY CODES, PLANS, AND SPECIFICATIONS FOR CONSTRUCTION, LOCAL STANDARD SPECIFICATIONS THEREOF AND SUPPLEMENTAL SPECIFICATIONS HAVING APPROVAL AND CONSTRUCTION OF ALL POTABLE WATER SERVICE MAIN EXTENSIONS AND CONNECTIONS MUST BE COORDINATED THROUGH THE POLK COUNTY UTILITY DEPARTMENT
17

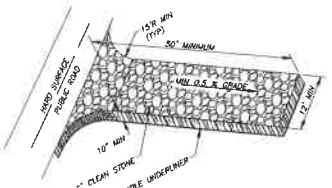




REFER TO F.D.O.T. EROSION AND SEDIMENT CONTROL MANUAL

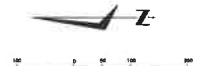
SILT FENCE

N.T.S.



TEMPORARY CONST. ENTRANCE

N.T.S.



LEGEND

- POST BASIN LINE
- PROPERTY BOUNDARY
- PROPOSED SILT FENCE
- PROPOSED STORM DRAIN LINE
- PROPOSED SANITARY SEWER LINE
- SSCO — SANITARY SEWER SERVICE CLEAN OUT
- FIRE HYDRANT
- PROPOSED SPOT ELEVATION
- DIRECTIONAL FLOW ARROW
- INV — INVERT
- ℄ — CENTER LINE
- EOP — EDGE OF PAVEMENT
- TELEPHONE MARKER OR BOX AS NOTED
- SB-1 — SOIL BORE LOCATION
- P-1 — PERCOLATION TEST LOCATION
- C.O. — ROOF DRAIN CLEAN OUT
- CONC. — CONCRETE
- SIGN
- 24" STOP BAR
- CONCRETE
- ASPHALT
- GRAVEL / RIP-RAP
- 139 — EXISTING CONTOUR
- OHE — OHE — EXISTING OVERHEAD UTILITY LINES
- UE — UE — EXISTING UNDERGROUND ELECTRIC SERVICE – VERIFY EXACT LOCATION WITH POWER COMPANY BEFORE INSTALLING
- D — D — EXISTING STORM DRAIN LINE
- W — W — EXISTING WATER MAIN LINE
- FD — FD — EXISTING SANITARY SEWER LINE
- G — G — EXISTING GAS MAIN (SEE NOTES)
- WPP — EXISTING UTILITY POLE
- EXISTING GUY WIRE
- X 139.15 — EXISTING SPOT ELEVATION
- EXISTING STORM DRAIN MANHOLE
- EXIST. — EXISTING

CONTRACTOR RESPONSIBLE FOR A CLEAN AND SECURE SITE AT ALL TIMES, TEMPORARY FENCE, ETC.

✳ CHANGE ORDER NOTE: ✳

ANY CHANGES / REVISIONS TO THE CONSTRUCTION PLANS BEFORE, DURING OR AFTER THE START OF CONSTRUCTION SHALL REQUIRE AN APPROVED CHANGE ORDER SIGNED BY THE OWNER / CLIENT, WHICH INCLUDES A TOTAL COST ASSOCIATED WITH THE WORK EFFORT AND MATERIALS REQUIRED TO COMPLETE THE CHANGE, PRIOR TO BEGINNING ANY WORK OR ORDERING ANY ASSOCIATED CONSTRUCTION MATERIALS. (ALL COSTS ASSOCIATED WITH CHANGE ORDERS MUST BE APPROVED IN WRITING BY THE OWNER)

✳ EXISTING UTILITIES NOTES ✳

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL ABOVE GROUND AND UNDERGROUND UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, PRIOR TO COMMENCEMENT OF WORK. THERE IS A STATEWIDE "ONE CALL" UTILITY LOCATION SERVICE. CONTRACTOR SHALL DIAL 811 48 HOURS PRIOR TO COMMENCING WORK. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ANY CONFLICTS OCCUR SO THAT DESIGN MAY BE ADJUSTED.

ALSO BE ADVISED THAT EACH CONTRACTOR DIGGING WITHIN (AND, AS ANY PART OF) THIS DEVELOPMENT MUST OBTAIN A LOCATE FOR OTHER UTILITIES, AND MUST BE CALLED IN AND KEPT CURRENT THROUGHOUT THE CONSTRUCTION OF THIS DEVELOPMENT. FAILURE TO KEEP THE LOCATE CURRENT COULD RESULT IN A STOPPAGE OF WORK OR THE ISSUANCE OF A CITATION PER CHAPTER 556 FLORIDA STATUTE.

✳ EXISTING GAS MAIN NOTE ✳

CHAPTER 554 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATING. MAPS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS OR SERVICE LINES. THE ONLY SAFE AND PROPER WAY TO LOCATE GAS FACILITIES IS BY AN ON– SITE INSPECTION BY GAS SYSTEM PERSONNEL. THEREFORE, EXCAVATORS ARE INSTRUCTED TO TELEPHONE O.N.E. AT 1-800-432-4770, TWO WORKING DAYS BEFORE DIGGING IN A CONSTRUCTION AREA. CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING ALL EXCAVATION/INSTALLATION/CONSTRUCTION ACTIVITIES IN AREA OF GAS MAIN.

CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

811 Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

POLK COUNTY
Building Services
2/19/2021 08:52:

NO	DATE	REVISIONS
1	12-15-23	REVISED PER POLK COUNTY COMMENTS
2	01-24-24	ADDED ROOF DRAINAGE DETAILS
3	03-14-24	REVISED PER POLK COUNTY COMMENTS
4	05-08-24	REVISED PER POLK COUNTY COMMENTS
5	07-23-24	REVISED PER POLK COUNTY COMMENTS
6	11-13-24	REVISED PER POLK COUNTY COMMENTS

ALL WORK MUST MODIFY, AT A MINIMUM, ALL APPLICABLE PARTS OF THE LATEST EDITION OF THE FLORIDA BUILDING CODE AND ALL APPLICABLE LOCAL AND STATE CODES AND REGULATIONS GOVERNING THIS TYPE OF CONSTRUCTION.

CHARLES R. [illegible] LICENSE NUMBER [illegible] DATE [illegible]

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ENGINEER ON THE DATE INDICATED HEREON. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

EXISTING CONDITIONS & DEMOLITION PLAN

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

ECON
ENGINEERING PROFESSIONALS, INC.
Lake 4, Lakeland, Florida 33815
(863) 644-2314 FAX (863) 644-2318
• ELECTRONIC AND MAPPING SERVICES • LB 7934
• CIVIL/SITE/SUBDIVISION ENGINEERING SERVICES • CA 7934

SHEET 04

c:\Users\[illegible]\ECON eng shares - active projects folders\LONG KNIGHTS LANDING-DEND PLAN.dwg 11/13/2024 9:20 AM John Gillespie

SETBACK CHART

FRONT YARD:	20'
FRONT GARAGE:	20'
SIDE YARD:	7'
REAR YARD:	15'

MINIMUM LOT SIZE = 7,000 Sq. Ft.

TYPICAL LOT LAYOUT
N.T.S.

TYPICAL CORNER LOT LAYOUT
N.T.S.

CURVE TABLE

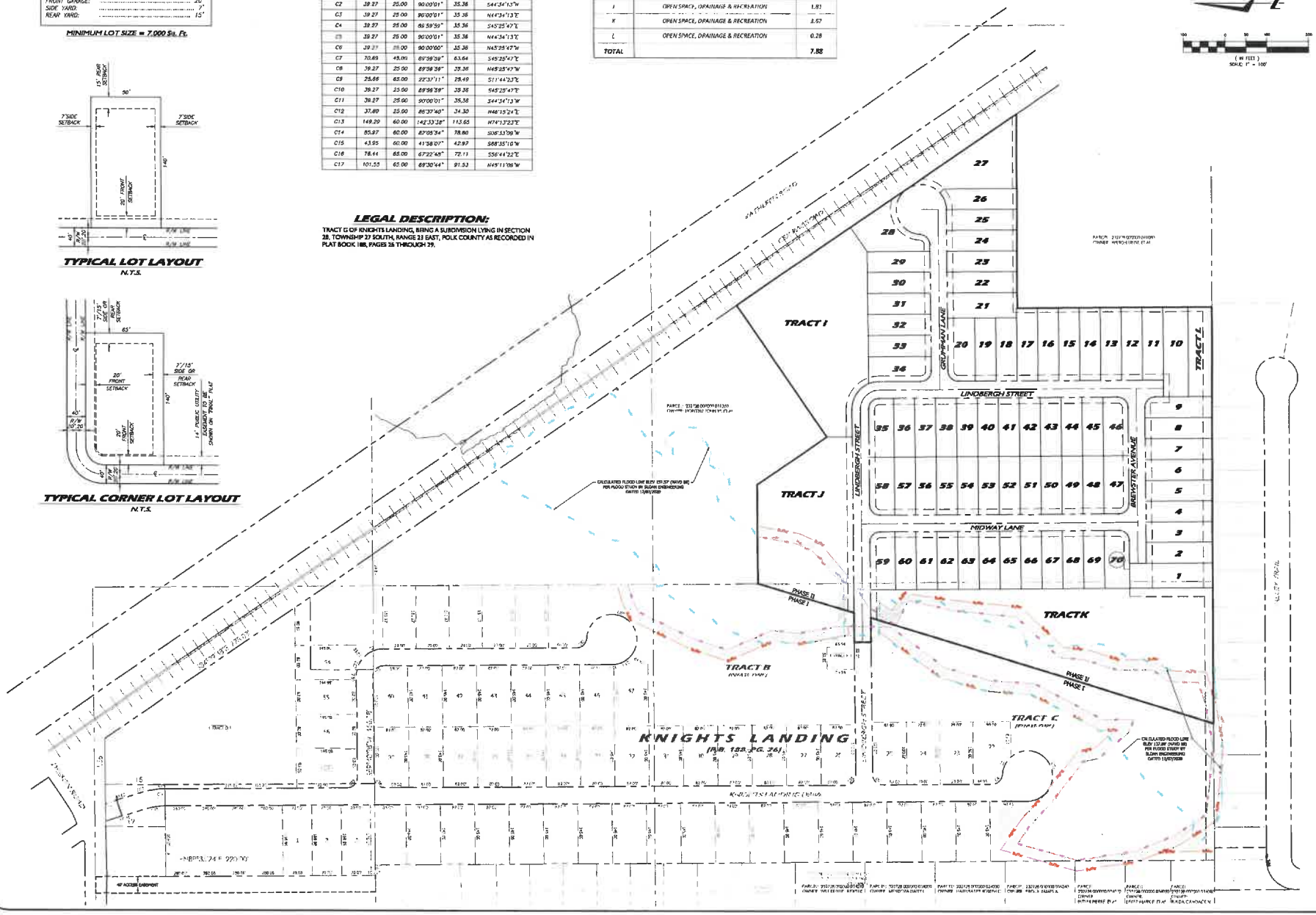
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	39.27	25.00	89°59'59"	35.36	N45°25'47"W
C2	39.27	25.00	90°00'01"	35.36	S44°34'13"W
C3	39.27	25.00	90°00'01"	35.36	N44°34'13"E
C4	39.27	25.00	89°59'59"	35.36	S45°25'47"E
C5	39.27	25.00	90°00'01"	35.36	N44°34'13"E
C6	39.27	25.00	90°00'00"	35.36	N45°25'47"W
C7	70.69	45.00	89°59'59"	63.64	S45°25'47"E
C8	39.27	25.00	89°59'59"	35.36	N45°25'47"W
C9	25.66	65.00	22°37'11"	25.49	S11°44'23"E
C10	39.27	25.00	89°59'59"	35.36	S45°25'47"E
C11	39.27	25.00	90°00'01"	35.36	S44°34'13"W
C12	37.69	25.00	86°37'40"	34.30	N46°15'24"E
C13	149.29	60.00	142°33'38"	113.65	N74°13'23"E
C14	85.97	60.00	82°05'34"	78.80	S08°33'09"W
C15	43.95	60.00	41°58'07"	42.97	S68°35'16"W
C16	78.44	65.00	67°22'46"	72.13	S56°44'22"E
C17	101.55	65.00	89°30'44"	91.53	N49°11'06"W

TRACT SUMMARY

TRACT	DESCRIPTION	ACRES
I	OPEN SPACE, DRAINAGE & RECREATION	2.12
J	OPEN SPACE, DRAINAGE & RECREATION	1.81
K	OPEN SPACE, DRAINAGE & RECREATION	3.67
L	OPEN SPACE, DRAINAGE & RECREATION	0.28
TOTAL		7.88

LEGAL DESCRIPTION:

TRACT G OF KNIGHTS LANDING, BEING A SUBDIVISION LYING IN SECTION 28, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY AS RECORDED IN PLAT BOOK 188, PAGES 26 THROUGH 29.



N

(IN FEET)
SCALE: 1" = 100'

POLK COUNTY
Inside | Innovative

DATE	NO	REVISIONS
09/25/23	6	UPDATED PER COUNTY COMMENTS
04/11/24	5	ADDED NEW PARCEL, REVISED
05/24/24	4	REVISED POWER & DRAINAGE PER COMMENTS
05/28/24	3	REVISED RETAINED BUFFER & STREET NAMES
05/30/24	2	REVISED PER POLK COUNTY COMMENTS
11/13/24	1	REVISED PER CITY COMMENTS
12/03/24	0	ADDED PER CITY COMMENTS, ADDED TRACT L

CHARLES R. WOODRUFF JR. LICENSE # 67... DATE

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ENGINEER ON THE DATE INDICATED HEREON. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

OVERALL GENERAL LOT PLAN

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL.

ECON
ENGINEERING | SURVEYING | PLANNING
3880 S. Combee Rd., Lakeland, Florida 33815
(863) 644-2548 • Fax (863) 644-2549
• SURVEYING AND MAPPING BUSINESS: LB #7644
• ENGINEERING BUSINESS: CA #30487
• PROFESSIONAL ENGINEERING SERVICES: CA #30487

SHEET 05

C:\Users\johnh\Dropbox\ECON Files\Active Projects\KNIGHTS LANDING-GDH LOT.dwg 12/3/2024 9:20 AM John Gallagher

N.P.D.E.S. PERMITTING

FOR PROJECTS THAT DISTURB OVER ONE ACRE, THE CONTRACTOR SHALL APPLY FOR A NATIONAL POLLUTANT DISCHARGE ELIMINATION N.P.D.E.S. NOTICE OF INTENT PERMIT ISSUED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

THE CONTRACTOR SHALL MAINTAIN A COPY OF THE POLLUTION PREVENTION PLAN IN HIS OFFICE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. POSTING A COPY OF THE N.P.D.E.S. PERMIT ON-SITE.
2. NOTIFY THE ENGINEER OF ANY CHANGES TO THE POLLUTION PREVENTION PLAN WHICH HAS A SIGNIFICANT EFFECT ON THE POTENTIAL FOR THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS.
3. NOTIFY THE F.D.E.P. AS SOON AS THEY HAVE KNOWLEDGE (850/413-9911) AND IN WRITING WITHIN 14 CALENDAR DAYS OF ANY RELEASE OF HAZARDOUS OR OIL DISCHARGE IN THE STORMWATER.
4. FOR DRAINAGE BASINS WITH TEN OR MORE ACRES OF DISTURBED AREA AT ONE TIME, A TEMPORARY OR PERMANENT SEDIMENT BASIN OF 3,600 CUBIC FEET PER ACRE SHALL BE PROVIDED UNTIL FINAL STABILIZATION OF THE SITE.
5. PERMANENT STORMWATER PONDS SHOULD NOT BE USED FOR TEMPORARY SEDIMENT BASINS UNLESS APPROPRIATE MEASURES ARE TAKEN TO ASSURE REMOVAL OF ACCUMULATED FINE SEDIMENTS AND TO AVOID COMPACTION BY CONSTRUCTION MACHINERY OR EQUIPMENT.
6. MEASURES SHALL BE TAKEN TO PREVENT OFF-SITE VEHICLE TRACKING OF SEDIMENTS, i.e. STABILIZED CONSTRUCTION ENTRANCE
7. A QUALIFIED INSPECTOR PROVIDED BY THE CONTRACTOR SHALL INSPECT ALL POINTS OF DISCHARGE INTO SURFACE WATERS THAT HAVE NOT BEEN FINALLY STABILIZED, AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING A RAIN GAUGE AND RECORDING RAINFALL ON THE PROJECT SITE.
8. A REPORT SHALL BE PREPARED SUMMARIZING THE SCOPE OF THIS INSPECTION, NAME AND QUALIFICATION OF INSPECTOR, DATE OF INSPECTION, RAINFALL DATA, AND MAJOR OBSERVATIONS RELATING TO POLLUTION PREVENTION PLAN. THE REPORT SHALL EITHER IDENTIFY THE INCIDENTS OF NON-COMPLIANCE OR STATE THE PROJECT IS IN COMPLIANCE WITH THE PERMIT. THE REPORT SHALL BE SIGNED BY THE INSPECTOR.
9. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN A STORMWATER POLLUTION PREVENTION PLAN OF THIS PERMIT SHALL SIGN A COPY OF THE FOLLOWING CERTIFICATION STATEMENT BEFORE CONDUCTING ANY ACTIVITIES AT THE SITE:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

THE CERTIFICATION MUST INCLUDE THE NAME AND TITLE OF THE PERSON PROVIDING THE SIGNATURE, THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE CONSTRUCTION FIRM AND THE DATE THE CERTIFICATION IS MADE.

10. IN ADDITION TO THE INSPECTION AND MAINTENANCE REPORTS, THE OPERATOR SHALL KEEP RECORDS OF THE CONSTRUCTION ACTIVITIES INCLUDING: DATES WHEN MAJOR GRADING ACTIVITIES OCCUR IN AN AREA; DATES WHEN CONSTRUCTION ACTIVITIES CEASE IN AN AREA, EITHER TEMPORARILY OR PERMANENTLY; AND DATES WHEN AN AREA IS STABILIZED.
11. UPON COMPLETION OF FINAL STABILIZATION, THE ENGINEER SHALL BE NOTIFIED SO HE MAY COMPLETE AND SUBMIT A NOTICE OF TERMINATION.
12. THE PERMITTEE SHALL RETAIN A COPIES OF STORMWATER POLLUTION PREVENTION PLANS AND ALL REPORTS REQUIRED BY THIS PERMIT, AND RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED.

POLK COUNTY ENGINEERING DIVISION STANDARD NOTES:

1) OWNER/DEVELOPER OR THEIR CONTRACTOR SHALL COORDINATE AND SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO THE START OF CONSTRUCTION. OWNER/DEVELOPER OR THEIR CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION, IN WRITING, AT LEAST FIVE (5) DAYS PRIOR TO START OF CONSTRUCTION. OWNER/DEVELOPER OR THEIR CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION, IN WRITING, TWO (2) DAYS PRIOR TO PAVING AND TESTING.

2) AS-BUILT/RECORD DRAWINGS, AND CERTIFICATION OF COMPLETION SHALL BE SUBMITTED, SIGNED, SEALED, AND DATED BY THE ENGINEER OF RECORD. AS-BUILT/RECORD DRAWINGS SHALL INDICATE ANY DEPARTURES FROM THE APPROVED PLANS DURING CONSTRUCTION

3) THE HIGHEST GROUND WATER WITHIN THE ROADWAY SHALL BE AT LEAST 1.5 FEET BELOW THE LIMEROCK BASE.

4) ENTIRE WIDTH OF RIGHTS-OF-WAY SHALL BE CLEARED IN ACCORDANCE WITH POLK COUNTY LAND DEVELOPMENT CODE REGULATIONS.

5) NO PAVING SHALL COMMENCE UNTIL WRITTEN AUTHORIZATION HAS BEEN GIVEN BY THE COUNTY ENGINEER. THE ASPHALT MIX DESIGN MUST BE APPROVED AND A PRE-PAVING MEETING MUST BE HELD PRIOR TO THE APPROVAL BY THE COUNTY ENGINEER TO PAVE.

6) ONLY THE APPROVED PLANS STAMPED AND SIGNED BY THE COUNTY ENGINEER SHALL BE USED ON THE PROJECT.

7) ANY CHANGE(S) TO THE APPROVED PLANS MUST BE SUBMITTED BY THE ENGINEER OF RECORD AND MUST BE APPROVED BY THE COUNTY ENGINEER BEFORE CONSTRUCTION OF THE CHANGE(S) CAN BE STARTED.

8) THERE SHALL BE NO MATERIAL CHANGES WITHOUT THE WRITTEN CONSENT FROM THE ENGINEER OF RECORD AND WRITTEN AUTHORIZATION FROM THE COUNTY ENGINEER

GENERAL NOTES:

1) OWNER/DEVELOPER SHALL PROVIDE ENGINEER OF RECORD, IN WRITING, A LIST OF ALL CONTRACTORS AND SUB-CONTRACTORS, WITH FULL BUSINESS NAMES, RESPONSIBLE PERSON IN CHARGE, ADDRESS, TELEPHONE NUMBERS(S), STATE AND/OR LOCAL BUSINESS LICENSE INFORMATION, AND INSURANCE CERTIFICATE.

2) IN CONFORMANCE WITH FLORIDA STATUTES CHAPTER 472, THE FULL RESPONSIBILITY FOR ESTABLISHING HORIZONTAL AND VERTICAL CONTROL AND CONSTRUCTION LAYOUT, SHALL REST UPON A PROFESSIONALLY LICENSED SURVEYOR AND MAPPER IN THE STATE OF FLORIDA, OWNER/DEVELOPER AND/OR CONTRACTOR/SUB-CONTRACTOR, SHALL PROVIDE ENGINEER OF RECORD, IN WRITING, THE NAME, BUSINESS NAME, ADDRESS, TELEPHONE NUMBER(S), REGISTRATION AND/OR BUSINESS NUMBER(S).

ALL MATERIALS AND WORKMANSHIP SHALL BE TO F.D.O.T. STANDARDS AND AS DESCRIBED IN POLK COUNTY LAND DEVELOPMENT CODE REGULATIONS, AND IN ACCORDANCE WITH THE CITY, COUNTY, AND/OR STATE TECHNICAL STANDARDS AND SPECIFICATIONS FOR GRAVITY SEWERS, FORCE MAINS, AND PUMP STATIONS, AND WATER DISTRIBUTION.

EXISTING UTILITIES NOTES:

A. THE CONTRACTOR SHALL ENSURE THAT ALL EXISTING UTILITIES IN THE AREAS OF WORK ARE LOCATED IN ACCORDANCE WITH SUNSHINE STATE ONE CALL REGULATIONS, FLORIDA STATUTES CHAPTER 556, "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT". THE CONTRACTOR IS RESPONSIBLE FOR SUBSURFACE VERIFICATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL UTILIZE DUE CARE AT ALL TIME WHEN PERFORMING EXCAVATIONS AS UTILITY LOCATES ARE NOT EXACT IN NATURE.

B. IF UTILITIES ARE TO REMAIN IN PLACE, THE CONTRACTOR SHALL PROVIDE ADEQUATE MEANS OF PROTECTION.

C. SHOULD UNCHARTED OR INCORRECTLY CHARTED PIPING OR OTHER UTILITIES BE ENCOUNTERED DURING EXCAVATION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD TO RESOLVE THE UTILITY CONFLICTS TO POLK'S SATISFACTION.

D. ALL COSTS FOR REPAIRING DAMAGES TO PROPERLY LOCATED POLK INFRASTRUCTURE OR OTHER UTILITIES SHALL BE THE CONTRACTOR'S RESPONSIBILITY IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 556, "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT".

E. POLK SHALL NOT BE RESPONSIBLE FOR UNCHARTED OR INCORRECTLY CHARTED WATER, WASTEWATER, AND RECLAIMED WATER MAINS OR OTHER UTILITIES AS RECORD DRAWINGS ARE NOT TO BE CONSIDERED TOTALLY REPRESENTATIVE OF SUBSURFACE CONDITIONS OR EXISTING INFRASTRUCTURE

CONTRACTOR RESPONSIBLE FOR A CLEAN AND SECURE SITE AT ALL TIMES, TEMPORARY FENCE, ETC.

NOTES:

1. ALL MANHOLES AND MANHOLE COVERS LOCATED IN ROADWAYS MUST BE STRUCTURAL.
2. RECYCLED ASPHALT MATERIAL SHALL BE USED IN ALL COUNTY PAVING CONSTRUCTION.
3. BACKFILL TESTS ARE REQUIRED FOR ALL MANHOLES AND DRAINAGE INLETS
4. THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION, IN WRITING, AT LEAST TWO DAYS PRIOR TO PAVING AND TESTING.
5. THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION, IN WRITING, AT LEAST FIVE DAYS PRIOR TO START OF CONSTRUCTION.
6. THE ENGINEER SHALL COORDINATE WITH THE LAND DEVELOPMENT DIVISION THE SCHEDULING OF THE PRE-CONSTRUCTION MEETING PRIOR TO THE START OF CONSTRUCTION.
7. THE LIFT THICKNESS FOR TYPE S.P. 9.5 ASPHALT IS 1½".
8. CONCRETE FOR SIDEWALKS SHALL BE 2500 PSI.
9. SIDEWALKS SHALL MEET AMERICAN DISABILITIES ACT (ADA) INCLUDING MAXIMUM SLOPE OF 12:1, LANDINGS, RAMPS, AND CURB RAMPS.

NOTES:

1. ALL WORKMANSHIP, MATERIALS, ET CETERA, SHALL BE IN ACCORDANCE WITH AND SHALL COMPLY WITH THE "POLK COUNTY UTILITIES CODE" ("CODE") AS ADOPTED BY POLK COUNTY ORDINANCE NO. 19-081, THE POLK COUNTY UTILITIES "UTILITIES ADMINISTRATION MANUAL" (DECEMBER, 2016 AND LATEST REVISION), AND THE POLK COUNTY UTILITIES "UTILITY STANDARDS AND SPECIFICATIONS MANUAL" ("MANUAL") (DECEMBER, 2019 AND LATEST REVISION) CHAPTERS 1-8 (INCLUSIVE), REFER TO THE "INDEX" FOR THE FOLLOWING POLICY MANUALS: 1). CROSS CONNECTION CONTROL; 2) RECLAIMED WATER; 3). INDUSTRIAL WASTEWATER PRETREATMENT; 4). WATER CONSERVATION; AND 5). UTILITIES FATS, OILS, AND GREASE.
2. ALL WORKMANSHIP, MATERIALS, ET CETERA, SHALL BE TO F.D.O.T. STANDARDS, AND AS DESCRIBED IN POLK COUNTY LAND DEVELOPMENT CODE REGULATIONS, AND IN ACCORDANCE WITH THE CITY, COUNTY, AND/OR STATE TECHNICAL STANDARDS AND SPECIFICATIONS FOR GRAVITY SEWERS, FORCE MAINS AND PUMP STATIONS, AND WATER DISTRIBUTION.
3. THE CONTRACTOR CONSTRUCTING THE PROPOSED IMPROVEMENTS SHALL HAVE A RESPONSIBILITY IN CHECKING AND VERIFYING GRADE ELEVATIONS PRIOR TO INSTALLATION OF SAID IMPROVEMENTS. THE CONTRACTOR SHALL ALSO USE QUALIFIED AND COMPETENT PERSONNEL THAT CAN RECOGNIZE AND UNDERSTAND PROPER CONSTRUCTION TECHNIQUES AND PROCEDURES AND CAN RECOGNIZE IRREGULARITIES OR CONFLICTS ON THE PLANS OR ON THE CONSTRUCTION SITE WHICH WOULD NEED TO BE CORRECTED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCIES, CONFLICTS OR ERRORS FOUND ON THE PLANS OR ON THE CONSTRUCTION SITE.
4. THE CONTRACTOR BIDDING ON THE PROPOSED IMPROVEMENTS SHALL HAVE THE RESPONSIBILITY OF ASCERTAINING THE EXISTING SITE CONDITIONS AND THAT THEIR DUE DILIGENCE IS DONE PRIOR TO SUBMITTING THE BID.

EXISTING GAS MAIN NOTE

F.S. 556 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATING. MAPS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS OR SERVICE LINES. THE ONLY SAFE AND PROPER WAY TO LOCATE GAS FACILITIES IS BY AN ON-SITE INSPECTION BY GAS SYSTEM PERSONNEL. THEREFORE, EXCAVATORS ARE INSTRUCTED TO TELEPHONE THE UTILITY SERVICE TWO WORKING DAYS BEFORE DIGGING IN A CONSTRUCTION AREA. CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING ALL EXCAVATION/INSTALLATION/CONSTRUCTION ACTIVITIES IN AREA OF GAS MAIN.

DRAINAGE GENERAL NOTES

1. THESE INLETS ARE SUITABLE FOR BICYCLE AND PEDESTRIAN AREAS AND ARE TO BE USED IN DITCHES, MEDIANS AND OTHER AREAS SUBJECT TO INFREQUENT TRAFFIC LOADINGS BUT ARE NOT TO BE PLACED IN AREAS SUBJECT TO ANY HEAVY WHEEL LOADS.
2. INLETS SUBJECT TO MINIMAL DEBRIS SHOULD BE CONSTRUCTED WITHOUT SLOTS. WHERE DEBRIS IS A PROBLEM INLETS SHOULD BE CONSTRUCTED WITH SLOTS. SLOTTED INLETS LOCATED WITHIN ROADWAY CLEAR ZONES AND IN AREAS ACCESSIBLE TO PEDESTRIANS SHALL HAVE TRAVERSABLE SLOTS. THE TRAVERSABLE SLOT MODIFICATION IS NOT ADAPTABLE TO INLET TYPE H. SLOTS MAY BE CONSTRUCTED AT EITHER OR BOTH ENDS AS SHOWN ON PLANS.
3. STEEL GRATES ARE TO BE USED ON ALL INLETS WHERE BICYCLE TRAFFIC IS ANTICIPATED. STEEL GRATES ARE TO BE USED ON ALL INLETS WITH TRAVERSABLE SLOTS. EITHER CAST IRON OR STEEL GRATES MAY BE USED ON INLETS WITHOUT SLOTS WHERE BICYCLE TRAFFIC IS NOT ANTICIPATED. EITHER CAST IRON OR STEEL GRATES MAY BE USED ON ALL INLETS WITH NON-TRAVERSABLE SLOTS, SUBJECT TO THE SELECTION DESCRIBED ABOVE. WHEN ALTERNATE A GRATE IS SPECIFIED IN THE PLANS, EITHER THE STEEL GRATE, HOT DIPPED GALVANIZED AFTER FABRICATION, OR THE CAST IRON GRATE MAY BE USED, UNLESS THE PLANS STIPULATE THE PARTICULAR TYPE.
4. RECOMMENDED MAXIMUM PIPE SIZES SHOWN ARE FOR CONCRETE PIPE. PIPE SIZES LARGER THAN THOSE RECOMMENDED MUST BE CHECKED FOR FIT.
5. ALL EXPOSED CORNERS AND EDGES OF CONCRETE ARE TO BE CHAMFERED.
6. PAVEMENT TO BE USED ON INLETS WITHOUT SLOTS AND INLETS WITH NON-TRAVERSABLE SLOTS ONLY WHEN CALLED FOR IN THE PLANS, BUT REQUIRED ON ALL TRAVERSABLE SLOT INLETS. COST TO BE INCLUDED IN CONTRACT UNIT PRICE FOR INLETS. QUANTITIES SHOWN ARE FOR INFORMATION ONLY.
7. TRAVERSABLE SLOTS CONSTRUCTED IN EXISTING INLETS SHALL BE PAID FOR AS INLETS PARTIAL, AND SHALL INCLUDE THE COST FOR SLOT OPENINGS, PAVING ANY REQUIRED REPLACEMENT CURVES.
8. SODDING TO BE USED ON ALL INLETS NOT LOCATED IN PAVED AREAS AND PAID FOR UNDER CONTRACT UNIT PRICE FOR SODDING SY.
9. FOR SUPPLEMENTARY DETAILS SEE INDEX NO. 201

SIGNING AND PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC. TEMPORARY PAVEMENT MARKINGS SHALL BE PAINT. CONTRACTOR SHALL INSTALL THERMOPLASTIC PAVEMENT MARKINGS 30 DAYS AFTER PAVEMENT CURES. PAVEMENT MARKINGS SHALL COMPLY WITH F.D.O.T. STANDARDS AND SPECIFICATIONS.
2. ALL RPM PLACEMENT SHALL BE IN ACCORDANCE WITH F.D.O.T. INDEX NO. 706-001.
3. ALL CONSTRUCTION, WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARDS, SPECIFICATIONS, AND DETAILS (LATEST EDITION), AND IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
4. ALL SIGNING, STRIPING, AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE F.D.O.T. INDEX NO. 711-001.
5. PAINTED PAVEMENT MARKINGS (FINAL SURFACE) SHALL INCLUDE TWO (2) APPLICATIONS OF PAINTED PAVEMENT MARKINGS AND ONE (1) APPLICATION OF RETRO-REFLECTIVE PAVEMENT MARKERS APPLIED TO THE FINAL SURFACE MEETING THE REQUIREMENTS OF SECTION 706 OF THE F.D.O.T. STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION BOOK (LATEST EDITION).
6. CONTRACTOR SHALL NOT PLACE THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS ON NEWLY CONSTRUCTED FINAL SURFACES COURSE PRIOR TO THIRTY (30) CALENDAR DAYS AFTER PLACEMENT OF FINAL SURFACE COURSE. THE ENGINEER OF RECORD AND/OR INSPECTOR MAY REQUIRE LONGER CURE PERIODS. PROVIDE TEMPORARY MARKINGS IF ROADWAYS ARE OPEN TO TRAFFIC.
7. AT THE END OF EACH DAY THE RIGHT OF WAY (INCLUDING ALL TRAVEL LANES) SHALL BE RESTORED FOR SAFE VEHICULAR TRAFFIC.
8. ANY STRIPING REMOVAL SHALL BE BY MILLING AND RESURFACING.
9. THE STOP BAR AND ALL OTHER STRIPING WITHIN THE RIGHT OF WAY TO BE THERMOPLASTIC.

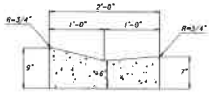
NOTICE TO ALL CONTRACTORS: THIS SITE MAY HAVE EXISTING ON-SITE SEWER MAINS, WATER MAINS, & OVERHEAD ELECTRIC LINES - SEE NOTES THIS SHEET. CONTRACTOR TO EXERCISE EXTREME CAUTION DURING EXCAVATION IN AREA OF EXISTING GAS MAIN

ROADSIDE RECOVERY AREA FOR ALL STREETS

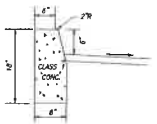
- DESIGN SPEED-25 MPH
- MINIMUM RECOVERY AREA-8' (FROM LIP OF MIAMI GUTTER)
- NO OBSTRUCTIONS SHALL BE PLACED WITHIN RECOVERY AREA.

NOTE

METER LOCATIONS AND CLEAN OUT LOCATIONS MUST BE WITHIN FIRST 2 FEET OF 14 FEET EASEMENT ON EITHER SIDE OF ROAD.



MIAMI CURB AND GUTTER
N.T.S.

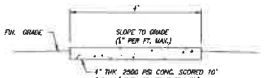


TYPE D CURB
N.T.S.



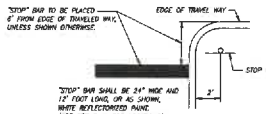
① 6" CRUSHED CONCRETE (LBR 100 MIN., COMPACTED TO 95% T-180.
② 12" TYPE "B" STABILIZATION, LBR 40 MIN., COMPACTED TO 95% AASHTO T-180.

TYPICAL PAVEMENT SECTION STABILIZED ACCESS
N.T.S.

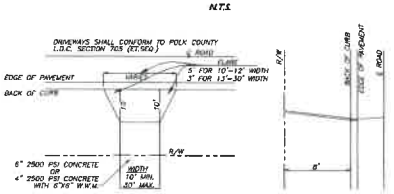


*AT DRIVEWAYS SIDEWALKS SHALL BE 6" THICK WITH #3 @18 BETWEEN WWF FABRIC OR EQUIVALENT STEEL REBARS

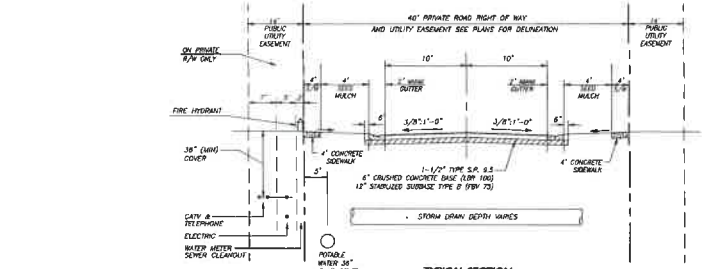
TYPICAL ON-SITE SIDEWALK DETAIL
N.T.S.



STOP BAR DETAIL WITH SIGNAGE
N.T.S.



TYPICAL DRIVEWAY WITH MIAMI CURB
N.T.S.



TYPICAL SECTION
ROADS WITHIN SUBDIVISION

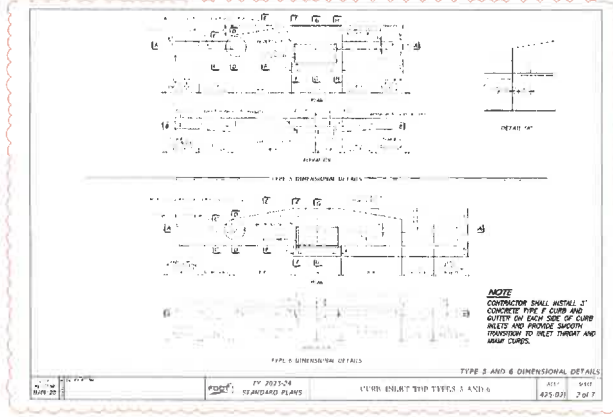
TYPICAL SECTION
N.T.S.

LIGHT DUTY PAVEMENT CONSTRUCTION

LAYER COEFFICIENT CALCULATIONS

LAYER	LAYER COEFFICIENT	THICKNESS (INCHES)	STRUCTURAL NUMBER
ASPHALT (AC) FDOT SP-9.5	0.44	1.5	0.66
CRUSHED CONCRETE (LBR 100)	0.18	6	1.08
STABILIZED SUBGRADE (FBV 75 OR LBR 40)	0.06	12	0.72
TOTAL			2.46

NOTE: CRUSHED CONCRETE CAN BE USED AS AN ALTERNATE FOR LIMEROCK BASE (LBR=150). CONTRACTOR MAY SUBSTITUTE A MAXIMUM OF 30% RECYCLED ASPHALT MATERIAL



CHANGE ORDER NOTE:

ANY CHANGES / REVISIONS TO THE CONSTRUCTION PLANS BEFORE, DURING OR AFTER THE START OF CONSTRUCTION SHALL REQUIRE AN APPROVED CHANGE ORDER SIGNED BY THE OWNER / CLIENT, WHICH INCLUDES A TOTAL COST ASSOCIATED WITH THE WORK EFFORT AND MATERIALS REQUIRED TO COMPLETE THE CHANGE. PRIOR TO BEGINNING ANY WORK OR ORDERING ANY ASSOCIATED CONSTRUCTION MATERIALS (ALL COSTS ASSOCIATED WITH CHANGE ORDERS MUST BE APPROVED IN WRITING BY THE OWNER)

DUE TO THE EXISTING OR PROPOSED CONDITIONS OF THIS PROJECT, NOT ALL OF THESE GENERAL NOTES MAY APPLY.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Call before you dig.
811 below.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

POLK COUNTY

No.	DATE	REVISIONS
1	10/27/23	AS-BUILT MARK-UP SUBMITTED
2	12/19/23	ADDED NOTES & DRAINAGE PER COMMENTS
3	01/26/24	ADDED SIDEWALK DETAILS & UPDATED PAVEMENT SECTIONS
4	03/26/24	ADDED SIDEWALK DETAILS & UPDATED PAVEMENT SECTIONS
5	05/20/24	ADDED SIDEWALK DETAILS & UPDATED PAVEMENT SECTIONS
6	07/15/24	ADDED PER POLK COUNTY COMMENTS
7	08/30/24	ADDED PER POLK COUNTY COMMENTS
8	10/31/24	ADDED PER POLK COUNTY COMMENTS
9	11/21/24	ADDED PER CONSTRUCTION AND ENGINEERING COMMENTS

CHARLES E. BROOKS, P.E. LICENSE #66415 DATE
NOT VALID UNLESS ORIGINAL SIGNATURE AND RAISED SEAL ARE AFFIXED. ELECTRONIC SIGNATURE AND SEAL ARE AFFIXED PURSUANT TO FLORIDA ADMINISTRATIVE CODE RULE 61G15-23.003. ANY REPRODUCTIONS OF THIS DOCUMENT MUST BE CLEARLY LABELED AS COPIES. ALTERATION OF A SEALED DOCUMENT WITHOUT THE KNOWLEDGE AND CONSENT OF THE SIGNING PROFESSIONAL ENGINEER IS A VIOLATION OF LAW.

GENERAL NOTES & DETAILS 1

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ENGINEER ON THE DATE ADJACENT THERETO. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ECON
DESIGNED BY/RESPONSIBLE MANAGER:
CHARLES E. BROOKS, P.E.
Suite 4, Lakeland, Florida 33815
• ENGINEERING AND SURVEYING BUSINESS: LB 6988
• PROFESSIONAL ENGINEERING SERVICES: CA 29868

SHEET 02

C:\Users\John.Palcisko\ECON Dropbox\ECON Projects\Polk\KNIGHTS LANDING-CIVIL\KNIGHTS LANDING-CIVIL - 24X36.dwg, 12/1/2024 8:20 AM, John Palcisko

GENERAL CONSTRUCTION NOTES

1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL CHECK PLANS AND FIELD CONDITIONS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S ENGINEER OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
3. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY INSTRUCTION.
5. ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO SHALL BE OF LATEST REVISIONS AND/OR LATEST EDITION.
6. ALL WORK SHALL BE PURSUANT TO POLK COUNTY REGULATIONS.
7. CONTRACTOR SHALL SUBMIT FOR REVIEW TO THE OWNER'S ENGINEER SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO BE USED ON THIS SITE. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. ENGINEER'S APPROVAL OF A SHOP DRAWING DOES NOT RELIEVE CONTRACTOR'S RESPONSIBILITY FOR PERFORMANCE OF THE ITEM.
8. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY WITH OTHER CONTRACTOR'S AND UTILITY COMPANIES.
9. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF AT LEAST 3,000 P.S.I. IN 28 DAYS, UNLESS OTHERWISE NOTED, SPECIFIED OR REQUIRED.
10. REINFORCING SHALL BE BILLET STEEL BARS CONFORMING TO A.S.T.M. A615 GRADE 40 OR BETTER.
11. THE CONTRACTOR/SUBCONTRACTOR SHALL PLACE A 1" DEEP SCORED JOINT EVERY 5' AND AN EXPAN.S.I.ON JOINT EVERY 100' IN THE SIDEWALK.
12. SIDEWALK CONSTRUCTION SHALL BE FLUSH WITH PAVEMENT WHERE THEY ARE ADJACENT OR MEET, UNLESS OTHERWISE SHOWN.
13. MATERIALS AND CONSTRUCTION METHODS FOR STREETS AND STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCWITH POLK COUNTY REGULATIONS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1994, OR LATEST REVISION THEREOF AND SUPPLEMENTAL SPECIFICATIONS THERETO.
14. ALL PIPE NOTED ON THE PLANS AS RCP SHALL BE REINFORCED CONCRETE PIPE, CLASS III, WITH RUBBER GASKET JOINTS.
15. REPAIR AND REPLACEMENT OF ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS BEFORE COMMENCING CONSTRUCTION WORK UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION WILL BE ALLOWED.
16. RECORD DRAWINGS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING INFORMATION ON A SET OF THE APPROVED PLANS CONCURRENTLY WITH CONSTRUCTION PROGRESS. WITHIN TWO WEEKS FOLLOWING FINAL INSPECTION THE CONTRACTOR SHALL SUBMIT A DIGITAL FILE, AND A PAPER COPY OF RECORD DRAWINGS TO THE ENGINEER OF RECORD. THE FINAL RECORD DRAWINGS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:
   A. DRAWINGS TO BE LEGIBLY MARKED TO RECORD ACTUAL CONSTRUCTION.
   B. DRAWINGS SHALL SHOW ACTUAL LOCATION OF ALL UTILITIES, AND RELATED APPURTENANCES. VERTICAL LOCATIONS OF UTILITIES & APPURTENANCES SHALL BE CLEARLY SHOWN AND REFERENCED TO PERMANENT SURFACE IMPROVEMENTS. DRAWINGS SHALL ALSO SHOW ACTUAL INSTALLED PIPE MATERIAL, ETC.
   C. DRAWINGS SHALL CLEARLY SHOW ALL FIELD CHANGES OF DIMENSION AND DETAIL, INCLUDING CHANGES MADE BY FIELD ORDER OR BY CHANGE ORDER.
   D. DRAWINGS SHALL CLEARLY SHOW ALL DETAILS NOT ON ORIGINAL CONTRACT DRAWINGS BUT CONSTRUCTED IN THE FIELD, ALL EQUIPMENT AND PIPING RELOCATION SHALL BE CLEARLY SHOWN.
   E. LOCATIONS OF ALL MANHOLES, HYDRANTS, VALVES, & VALVE BOXES SHALL BE SHOWN.
   F. THE CONTRACTOR SHALL PROVIDE CERTIFIED RECORD DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR. THE RECORD DRAWINGS SHALL SHOW FINAL GRADES AND LOCATIONS ON ALL UTILITIES INCLUDING THE SANITARY SEWER, WATER, PRODUCT PIPING, STORM WATER COLLECTION SYSTEM (I.E. PIPES, INLETS, AND PONDS) AND PROVIDE GIS INFORMATION FOR ALL INSTALLED FACILITIES. RECORD DRAWINGS SHALL MEET JURISDICTIONAL AGENCY'S REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE FIVE COPIES OF THE CERTIFIED RECORD DRAWINGS TO THE ENGINEER.
17. SOILS ENGINEER TO SUPPLY THE DESIGN ENGINEER WITH A PHOTOCOPY OF ALL COMPACTION TESTS, ASPHALT RESULTS, AND CONCRETE RESULTS THE SOILS ENGINEER IS TO CERTIFY TO THE DESIGN ENGINEER IN WRITING THAT ALL TESTING REQUIREMENTS REQUIRED BY THE LOCAL REGULATORY AGENCY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) FOR THE IMPROVEMENTS AS REQUIRED BY THE ENGINEERING CONSTRUCTION DRAWINGS FOR THE ON-SITE HAVE BEEN SATISFIED.
18. IRRIGATION SYSTEM SHALL HAVE COLOR CODED PIPING AND LABELING ON THE PIPE TO ENSURE DIFFERENTIATION FROM POTABLE WATER PIPING.
19. AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES AND SUPPLY THEM WITH ALL REQUIRED SHOP DRAWINGS, THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE, AND OTHER INFORMATION AS REQUIRED. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER OR WITHOUT AGENCY INSPECTOR PRESENT MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
20. OWNER SPECIFIC SPECIFICATIONS TO BE PROVIDED TO CONTRACTOR DURING BIDDING.
21. CONTRACTOR SHALL ADHERE TO THE FOLLOWING DETAILS, STANDARDS, REGULATIONS, AND ORDINANCES.
22. COUNTY HEALTH DEPARTMENT, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FLORIDA DEPARTMENT OF TRANSPORTATION, SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.
23. ALL SITE WORK SHALL CONFORM TO THE LATEST POLK COUNTY, S.W.F.W.M.D. AND F.D.O.T. REGULATIONS, SPECIFICATIONS, AND GUIDELINES.

MAINTENANCE OF TRAFFIC NOTES

1. WORK ZONE MAINTENANCE OF TRAFFIC (M.O.T.) SHALL COMPLY WITH F.D.O.T. STANDARD PLANS INDEX NUMBERS 102-600, 102-619, 102-620, 102-621.
2. CONTRACTOR SHALL HAVE NOT INSPECTED DAILY BY PERSONNEL WHICH ARE "F.D.O.T. ADVANCED WORK ZONE TRAFFIC CONTROL" CERTIFIED. ALL DEFICIENCIES SHALL BE CORRECTED IMMEDIATELY.

FIRE SYSTEM REQUIREMENTS

1. FIRE SYSTEM AND FUNCTIONALITY SHALL CONFORM TO NFPA STANDARDS. LATEST ADDITION. FIRE MAINS, TANKS, AND RISER SIZES LISTED ON THE CIVIL PLANS ARE SHOWN AS "NOMINAL". FINAL SIZE SHALL BE DETERMINED BY THE MECHANICAL ENGINEER.

DRAINAGE SYSTEM NOTES

1. STANDARD INDEXES REFER TO THE LATEST EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC STANDARD PLANS".
2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE STRUCTURE'S SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC STANDARD PLANS UNLESS OTHERWISE NOTED ON PLANS.
3. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO THE CENTER OF DRAINAGE STRUCTURES WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS WHICH ARE INCLUDED IN LENGTHS.
4. ALL DRAINAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL BE TRAFFIC RATED FOR H-20 LOADINGS.
5. CONTRACTOR TO SOD THE DETENTION POND AS INDICATED ON PLANS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE POND.
6. THE STORM DRAINAGE PIPING AND FILTRATION SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. THE CONTRACTOR SHALL COORDINATE A FINAL INSPECTION OF THE COMPLETED STORMWATER MANAGEMENT SYSTEM PRIOR TO FINAL ACCEPTANCE BY THE OWNER. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION.
7. IF DEWATERING IS REQUIRED, CONTRACTOR IS TO OBTAIN ALL NECESSARY PERMITS.

PAVING AND GRADING NOTES

1. ALL DELETERIOUS MATERIAL (I.E., MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER'S ENGINEER OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED. DEWATERING SHALL BE USED AS REQUIRED, AND PERMITTED THROUGH POLK COUNTY GOVERNMENTAL AGENCIES AND WATER MANAGEMENT DISTRICT PER CURRENT REGULATIONS.
3. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.
4. REFER TO THE LATEST EDITION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS" FOR DETAILS AND SPECIFICATIONS OF ALL F.D.O.T. TYPE CURBING AND GUTTERS CALLED FOR ON THESE PLANS.
5. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. CONTRACTOR TO COORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY ELEVATION CHANGES.
6. PRIOR TO CONSTRUCTION OF CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE OWNER'S ENGINEER FOR REVIEW.
7. CONTRACTOR TO PROVIDE A 1/2" BITUMINOUS EXPAN.S.ION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND ANY STRUCTURE.
8. ALL PAVEMENT MARKINGS SHALL BE MADE WITH PERMANENT THERMOPLASTIC AND SHALL CONFORM TO F.D.O.T. STANDARD INDEX NO. 711-001, SHEETS 1-14. PARKING STALL STRIPING TO BE 4" WIDE PAINTED STRIPES. ON-SITE STRIPE COLOR SHALL BE WHITE EXCEPT AS SHOWN ON THE ENGINEERING PLANS. PARKING STALL STRIPING SHALL BE COMPATIBLE WITH THE PAVEMENT TYPE (I.E. CONCRETE, ASPHALT) AND SPECIFICATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL.
9. CONTRACTOR SHALL TRIM, TACK, AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.
10. CONTRACTOR SHALL INSTALL STORM PIPING AND CULVERTS IN ACCORDANCE WITH F.D.O.T. INDEX 205 AND PLACE EXTRA BASE MATERIAL WHEN THE DISTANCE BETWEEN THE PAVEMENT ELEVATION AND THE TOP OF THE PIPE OR BELL IS LESS THAN TWELVE (12) INCHES.
11. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT TO THE TESTING SCHEDULE REQUIRED BY APPLICABLE REGULATORY AGENCIES AND AS MAY BE FOUND IN THE ENGINEERING CONSTRUCTION DRAWINGS. CONTRACTORS TO VERIFY ALL TESTING WITH THE OWNER PRIOR TO COMMENCING CONSTRUCTION. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER MUST SUBMIT TO THE OWNER'S ENGINEER AND THE COUNTY CERTIFICATIONS STATING THAT ALL REQUIREMENTS HAVE BEEN MET.
12. ALL CONCRETE WORK SHALL CONFORM TO ACI 318-05, "STANDARD BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE." ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS. PROVIDE 3/4" CHAMFER AT ALL EXPOSED CONCRETE EDGES.
13. REINFORCING STEEL SHALL BE BILLET STEEL CONFORMING TO ASTM 1615, GRADE 60, UNLESS INDICATED OTHERWISE. MINIMUM SPLICE LENGTH SHALL BE 30 BAR DIAMETERS WHERE CONT. (CONTINUOUS) IS INDICATED ON PLANS.
14. WELDED WIRE FABRIC (W.W.F.) SHALL BE ASTM A185. MINIMUM LAP SHALL BE 8".
15. CONCRETE MASONRY UNITS (C.M.U.) SHALL BE TWO CELL, TYPE N-I (ASTM C90), HOLLOW UNITS WITH A GROSS COMPRESSIVE STRENGTH OF 1,000 PSI WITH TYPE S MORTAR, WITH ALL MORTAR SHALL CONFORM TO ASTM C270.

GEOTECHNICAL NOTE

1. CONTRACTOR TO REVIEW AND FOLLOW CONSTRUCTION TECHNIQUES OUTLINED IN THE SITE GEOTECHNICAL REPORT.

SAFETY NOTES

1. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, THE CONTRACTOR SHALL COMPLY WITH REGULATIONS. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF ITS PERSONNEL. LABOR SAFETY REGULATIONS SHALL BE AS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF LABOR.
2. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS SHALL BE FOLLOWED IN THE DESIGN APPLICATION, INSTALLATION, MAINTENANCE, AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKERS FROM HAZARDS WITHIN THE PROJECT LIMITS.
3. ALL TRAFFIC CONTROL MARKINGS, FLAGGERS, AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION.
4. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.

CLEARING AND EROSION CONTROL NOTES

1. PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN ON THE CONSTRUCTION PLANS SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY'S TREE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE TREES IN GOOD CONDITION. NO TREES SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE OWNER. ONLY "GRADING BY HAND" IS PERMITTED WITHIN THE CANOPY LINE OF TREES THAT ARE TO REMAIN.
2. THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE SOILS TESTING REPORT. COPIES OF THE SOILS REPORT ARE AVAILABLE THROUGH THE OWNER OR THE SOILS TESTING COMPANY. QUESTIONS REGARDING SITE PREPARATION REQUIREMENTS DESCRIBED IN THE SOILS REPORT ARE TO BE DIRECTED TO THE SOILS TESTING COMPANY.
3. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE SEEDED, MULCHED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION.
4. THE TOP 4" TO 6" OF GROUND REMOVED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER TO BE USED FOR LANDSCAPING PURPOSES. UNLESS OTHERWISE DIRECTED BY THE OWNER. SILT FENCE SHALL BE INSTALLED ALONG THE STOCKPILE PERIMETER FOR EROSION CONTROL.
5. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
6. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS FOR REMOVING ANY EXISTING STRUCTURES.
7. CONTRACTOR TO OBTAIN SITE CLEARING & TREE REMOVAL PERMIT PRIOR TO INSTALLATION OF ANY UNDERGROUND UTILITIES AND CLEARING THE SITE.
8. PROTECTION OF EXISTING STORM SEWER SYSTEMS: DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS SUCH AS SECURED HAY BALES, SOD, STONE, ETC. WHICH SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.
9. ALL DISTURBED AREAS WHICH ARE NOT TO BE SODDED ARE TO BE SEEDED AND MULCHED TO F.D.O.T. STANDARDS AND MAINTAINED UNTIL A SATISFACTORY STAND OF GRASS ACCEPTABLE TO THE REGULATORY AGENCY AND ENGINEER HAVE BEEN OBTAINED. ANY WASHOUTS, REGRADING, RESEEDING, AND GROOMING WORK, AND OTHER EROSION WORK REQUIRED, WILL BE PERFORMED BY THE CONTRACTOR UNTIL THE SYSTEM IS ACCEPTED FOR MAINTENANCE BY POLK COUNTY.
10. CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (STRAW BALE, HUMIDITY BARRIER OR STAKED SILT FENCE) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SYSTEMS, WATERWAYS, AND EXISTING WETLANDS. IN ADDITION, CONTRACTOR SHALL PLACE STRAW, MULCH, OR OTHER SUITABLE MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE IF, IN THE OPINION OF THE ENGINEER AND/OR POLK COUNTY, EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC. THE CONTRACTOR IS TO RECOVER SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR AUTHORITIES.
11. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION, OR OTHER ACCEPTABLE METHODS.
12. THERE SHALL BE NO DISCHARGE (I.E. PUMPING, SHEET FLOW, SWALE, DITCH, ETC.) INTO EXISTING LAKE SYSTEM, WETLAND, OR RIVER, WITHOUT THE USE OF SETTLING PONDS. IF THE CONTRACTOR DESIRES TO DISCHARGE INTO THE EXISTING LAKE SYSTEM OR RIVER, A SETTLING POND PLAN MUST BE SUBMITTED AND APPROVED BY THE ENGINEER AND POLK COUNTY PRIOR TO CONSTRUCTION.
13. EROSION CONTROL MUST BE INSTALLED PRIOR STARTING CONSTRUCTION AND BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. AN EROSION CONTROL INSPECTION IS SUGGESTED PRIOR TO THE START OF CONSTRUCTION.

STANDARD UTILITY NOTES

1. CHAPTER 553.851 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATING. MAPS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS AND DO NOT SHOW SERVICE LINES. THE ONLY SAFE AND PROPER WAY TO LOCATE OTHER MAINS OR SERVICE LINES IS BY AN ON-SITE INSPECTION BY THE RESPECTIVE GAS PERSONNEL. THEREFORE, EXCAVATORS ARE INSTRUCTED TO TELEPHONE THE RESPECTIVE GAS COMPANY TWO WORKING DAYS BEFORE ENTERING A CONSTRUCTION AREA.
2. ALL UNDERGROUND UTILITIES MUST BE IN PLACE, TESTED AND INSPECTED AS REQUIRED AFTER BASE IS INSTALLED.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION, BY CALLING FLORIDA SUNSHINE STATE ONE CALL CENTER OF FLORIDA, INC. AT 1-800-432-4770. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY "SUNSHINE" FORTY-EIGHT (48) HOURS PRIOR TO ANY CLEARING OR EXCAVATION OPERATIONS TO IDENTIFY ALL UTILITY LOCATIONS.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING ANY EXISTING STRUCTURES FROM THE SITE. ALL UTILITIES INCLUDING, BUT NOT NECESSARILY LIMITED TO, THE FOLLOWING SHOULD BE CONTACTED BY THE CONTRACTOR:
   1. GAS
   2. TELEPHONE
   3. CABLE
   4. POWER
   5. CITY/COUNTY WATER AND SEWER INCLUDING RECLAIMED WATER AND IRRIGATION SYSTEMS
   6. CITY/COUNTY/STATE TRAFFIC SIGNAL UTILITY (FIBER, HARDWIRE TRAFFIC SIGNAL INTERCONNECT)
5. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFACE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES AND THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

STREET LIGHTING NOTES:

(PER POLK COUNTY LIGHTING STANDARDS – SECTION 707)

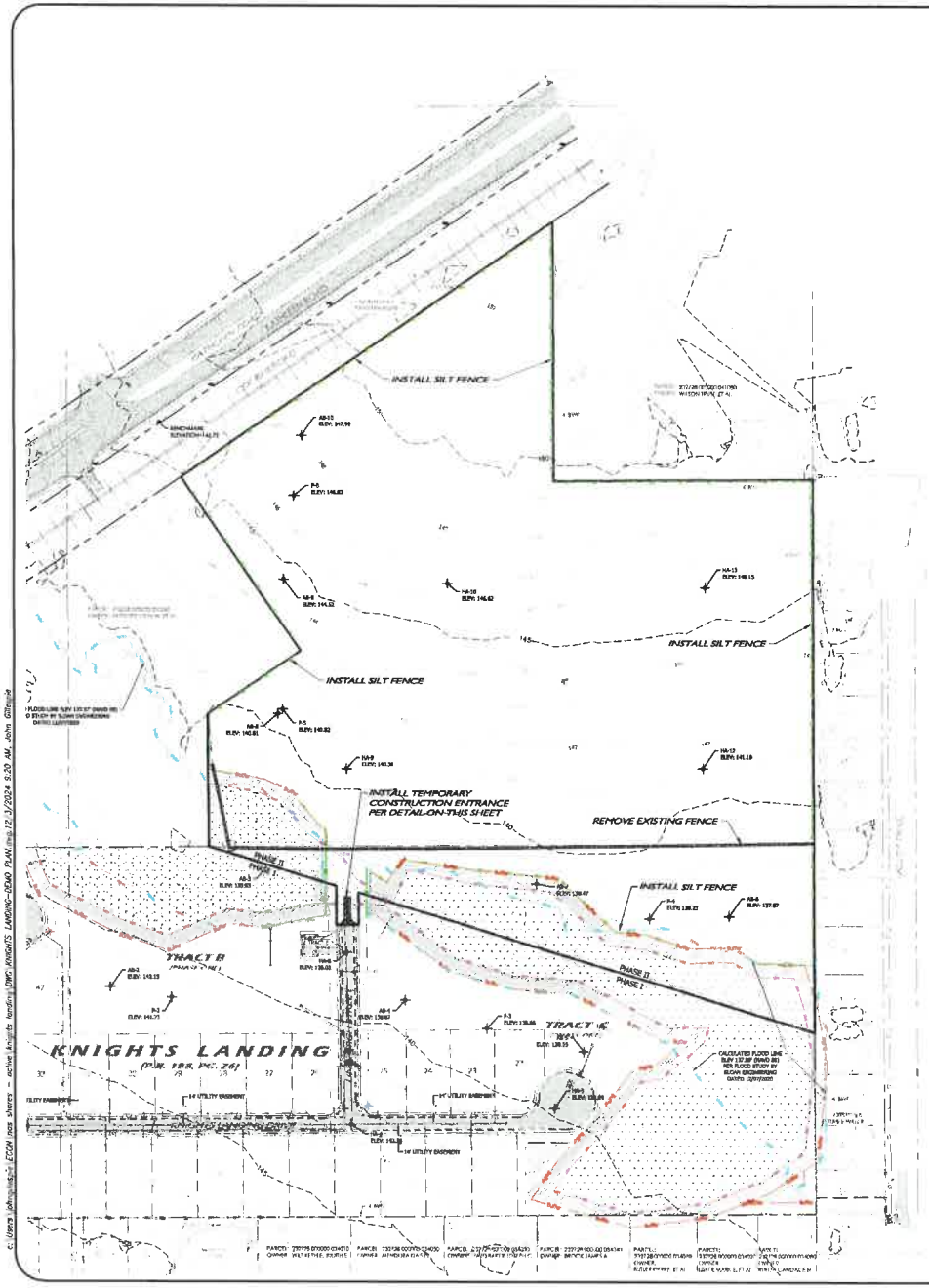
1. TWO STREET LIGHTS SHALL BE PROVIDED AT THE CROSSWALKS TO ALL VEHICULAR ENTRANCES TO MAJOR SUBDIVISIONS AND HOMEOWNERS' DEVELOPMENTS.
2. THE LIGHTING VALUES FOR STREET LIGHTING IS BASED UPON THE STANDARDS SET FORTH IN TABLE 1 IN FEDERAL HIGHWAY ADMINISTRATION PUBLICATION NO. FHWA-HRT-14-050, GUIDELINES FOR THE IMPLEMENTATION OF PLANNING OPEN REDUCED LIGHTING ON ROADWAYS, PROMULGATED FROM STANDARDS DEVISED BY THE ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA). ALL STREET LIGHTING PROVIDED SHALL BE RECESSED OR CONSIST OF FIXTURES DESIGNED TO MINIMIZE OFFSITE GLARE AND LIGHT TRESPASS.
3. THE ILLUMINATION LEVELS ALONG DIFFERENT ROAD CLASSIFICATIONS SHALL BE AS FOLLOWS:
   ARTERIAL ROADWAYS: 0.6 FOOT-CANDLE (FC) TO 1.2 FC
   COLLECTOR ROADWAYS: 0.4 FC TO 0.8 FC
   LOCAL/PRIVATE ROADWAYS: 0.4 FC TO 0.6 FC

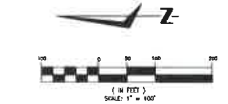
(PER POLK COUNTY LIGHTING STANDARDS – SECTION 824.6)

1. TO ENHANCE SAFETY FOR PEDESTRIAN PLANNING OPEN AND VEHICULAR TRAFFIC, ALL MAJOR SUBDIVISIONS SHALL PROVIDE STREET LIGHTING ALONG ALL INTERNAL ROADWAYS.
2. ALL STREET LIGHTING PROVIDED SHALL BE RECESSED OR CONSIST OF FIXTURES DESIGNED TO MINIMIZE OFFSITE GLARE AND LIGHT TRESPASS.
3. ALL STREETLIGHTS SHALL BE INSTALLED AT THE EXPENSE OF THE DEVELOPER.

WATER SYSTEM NOTES

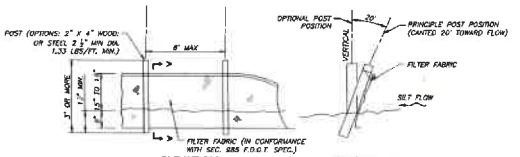
1. A VERTICAL CLEARANCE OF 12 INCHES SHALL BE MAINTAINED BETWEEN SANITARY SEWERS AND WATER MAINS IN ACCORDANCE WITH POLK COUNTY UTILITIES FIGURE 6816-1.
2. IN ACCORDANCE WITH F.A.C. 62-555.314; NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
3. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM HORIZONTAL DISTANCE OF SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED SANITARY SEWER LINE.
4. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAINS, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM BOTTOM OF THE WATER MAIN IS LAID AT LEAST TWELVE INCHES ABOVE THE TOP OF THE SEWER.
5. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(3), F.S., AND RULE 64E-6.002, F.A.C.
6. ALL WATER MAINS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER
7. ALL WATER SYSTEM WORK SHALL CONFORM WITH POLK COUNTY STANDARDS AND SPECIFICATIONS
8. CONFLICTS BETWEEN WATER AND STORM OR SANITARY SEWER TO BE RESOLVED BY THE ENGINEER OF RECORD
9. ALL DUCTILE IRON PIPE SHALL BE CLASS 52 IN ACCORDANCE WITH ANSI A 21.50 (AWWA C150) AND ANSI A 21.51 (AWWA C151) AND PIPE SHALL RECEIVE EXTERIOR BITUMINOUS COATING IN ACCORDANCE WITH ANSI A 21.6, A 21.8 OR A 21.51 AND SHALL BE MORTAR LINED, STANDARD THICKNESS, AND BITUMINOUS SEALED IN ACCORDANCE WITH ANSI A (AWWA C 104-71).
10. ALL FITTINGS LARGER THAN 2" SHALL BE DUCTILE IRON CLASS 53 IN ACCORDANCE WITH AWWA C-110 WITH A PRESSURE RATING OF 350 PSI. JOINTS SHALL BE MECHANICAL JOINTS IN ACCORDANCE WITH AWWA C-111, FITTINGS SHALL BE CEMENT MORTAR LINED AND COATED IN ACCORDANCE WITH AWWA C-104
11. CONTRACTOR TO INSTALL WATER SERVICE LATERALS IN ACCORDANCE WITH POLK COUNTY UTILITIES FIGURE GR-20-1.
12. RESTRAINED JOINTS SHALL BE PROVIDED AT ALL FITTINGS AND HYDRANTS IN ACCORDANCE WITH AWWA STANDARDS AND POLK COUNTY UTILITIES FIGURE GR-04. SEE DETAIL SHEET FOR RESTRAINT SCHEDULE.
13. ALL PVC WATER MAINS 4" THROUGH 12" SHALL BE IN ACCORDANCE WITH AWWA C-900 AND SHALL BE DR-18.
14. ALL FITTINGS 2" AND SMALLER SHALL BE SCHEDULE 40 PVC WITH SOLVENT WELDED SLEEVE TYPE JOINTS.
15. ALL WATER MAINS AND WATER SERVICES TO BE INSTALLED UNDER ROAD UNDERDRAIN SHALL MAINTAIN 12" SEPARATION.
16. MATERIALS AND CONSTRUCTION METHODS FOR WATER DISTRIBUTION SYSTEM SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY CODES, PLANS, AND SPECIFICATIONS FOR CONSTRUCTION, LATEST REVISION THEREOF AND SUPPLEMENTAL SPECIFICATIONS THERETO. APPROVAL AND CONSTRUCTION OF ALL POTABLE WATER SERVICE MAIN EXTENSIONS AND CONNECTIONS MUST BE COORDINATED THROUGH THE POLK COUNTY UTILITY DEPARTMENT
17. ALL COMPONENT





LEGEND

- POST BASIN LINE
- PROPERTY BOUNDARY
- PROPOSED SILT FENCE
- PROPOSED STORM DRAIN LINE
- PROPOSED SANITARY SEWER LINE
- SSCO — SANITARY SEWER SERVICE CLEAN OUT
- FIRE HYDRANT
- 147.5 — PROPOSED SPOT ELEVATION
- DIRECTIONAL FLOW ARROW
- INVERT
- CENTER LINE
- EOP — EDGE OF PAVEMENT
- TELEPHONE MARKER OR BOX AS NOTED
- SB-1 — SOIL BORE LOCATION
- P-1 — PERCOLATION TEST LOCATION
- R.D. — ROOF DRAIN CLEAN OUT
- CONC. — CONCRETE
- SIGN
- 24" STOP BAR
- CONCRETE
- ASPHALT
- GRAVEL / RIP-RAP
- 139 — EXISTING CONTOUR
- OHP — EXISTING OVERHEAD UTILITY LINES
- UE — EXISTING UNDERGROUND ELECTRIC SERVICE – VERIFY EXACT LOCATION WITH POWER COMPANY BEFORE INSTALLING
- SD — EXISTING STORM DRAIN LINE
- W — EXISTING WATER MAIN LINE
- SS — EXISTING SANITARY SEWER LINE
- GP — EXISTING GAS MAIN (SEE NOTES)
- WP# — EXISTING UTILITY POLE
- EXISTING GUY WIRE
- X 139.15 — EXISTING SPOT ELEVATION
- EXISTING STORM DRAIN MANHOLE
- EXIST. — EXISTING

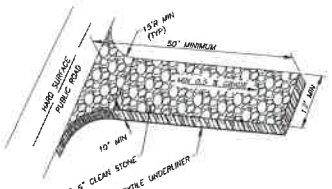


PLAN VIEW:
SILT — DENOTES PLACE CONTINUOUS HAYBALES OR SILT FENCE

NOTES:
1. SILT FENCE TO BE PLACED ON PROJECT ONLY.
2. BOTTOM OF SILT FENCE SHALL BE A MINIMUM OF 6" BELOW GRADE.

REFER TO F.D.O.T. EROSION AND SEDIMENT CONTROL MANUAL

SILT FENCE
N.T.S.



TEMPORARY CONST. ENTRANCE
N.T.S.

CONTRACTOR RESPONSIBLE FOR A CLEAN AND SECURE SITE AT ALL TIMES, TEMPORARY FENCE, ETC.

✳ CHANGE ORDER NOTE: ✳

ANY CHANGES / REVISIONS TO THE CONSTRUCTION PLANS BEFORE, DURING OR AFTER THE START OF CONSTRUCTION SHALL REQUIRE AN APPROVED CHANGE ORDER SIGNED BY THE OWNER / CLIENT, WHICH INCLUDES A TOTAL COST ASSOCIATED WITH THE WORK CTYOFF AND MATERIALS REQUIRED TO COMPLETE THE CHANGE, PRIOR TO BEGINNING ANY WORK OR ORDERING ANY ASSOCIATED CONSTRUCTION MATERIALS. (ALL COSTS ASSOCIATED WITH CHANGE ORDERS MUST BE APPROVED IN WRITING BY THE OWNER)

✳ EXISTING UTILITIES NOTES ✳

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL ABOVE GROUND AND UNDERGROUND UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, PRIOR TO COMMENCEMENT OF WORK. THERE IS A STATEWIDE "ONE CALL" UTILITY LOCATION SERVICE. CONTRACTOR SHALL DIAL 811 48 HOURS PRIOR TO COMMENCING WORK. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ANY CONFLICTS OCCUR SO THAT DESIGN MAY BE ADJUSTED.

ALSO BE ADVISED THAT EACH CONTRACTOR DIGGING WITHIN (AND, AS ANY PART OF) THIS DEVELOPMENT MUST OBTAIN A LOCATE FOR OTHER UTILITIES, AND MUST BE CALLED IN AND KEPT CURRENT THROUGHOUT THE CONSTRUCTION OF THIS DEVELOPMENT. FAILURE TO KEEP THE LOCATE CURRENT COULD RESULT IN A STOPPAGE OF WORK OR THE ISSUANCE OF A CITATION PER CHAPTER 556 FLORIDA STATUTE.

✳ EXISTING GAS MAIN NOTE ✳

CHAPTER 556 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATING. MAPS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS OR SERVICE LINES. THE ONLY SURE AND PROPER WAY TO LOCATE GAS FACILITIES IS BY AN ON-SITE INSPECTION BY GAS SYSTEM PERSONNEL. THEREFORE, EXCAVATORS ARE INSTRUCTED TO TELEPHONE O.U.C. AT 1-800-432-4770, TWO WORKING DAYS BEFORE DIGGING IN A CONSTRUCTION AREA. CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING ALL EXCAVATION/INSTALLATION/CONSTRUCTION ACTIVITIES IN AREA OF GAS MAIN.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
811 ...know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

NO	DATE	REVISIONS
6	04/22/24	PER UTILITY COMMENTS
5	03/01/24	PER POLK COUNTY COMMENTS
4	02/15/24	PER POLK COUNTY COMMENTS
3	05/08/24	PER REVISED SURFACE WATER MOD.
2	05/15/24	PER POLK COUNTY COMMENTS
1	07/25/24	PER SWFWMD COMMENTS

POLK COUNTY
Reviewed by: [illegible] Date: 8/1/24

CHARLES R. BROOKS, P.E. LICENSE NUMBER 56141 STATE OF FLORIDA
THESE PLANS ARE NOT CONSIDERED SIGNED AND SEALED AND THE INFORMATION CONTAINED HEREIN SHALL NOT BE USED FOR CONSTRUCTION UNLESS ALL PAGES ARE SIGNED AND SEALED BY THE ENGINEER OF RECORD.
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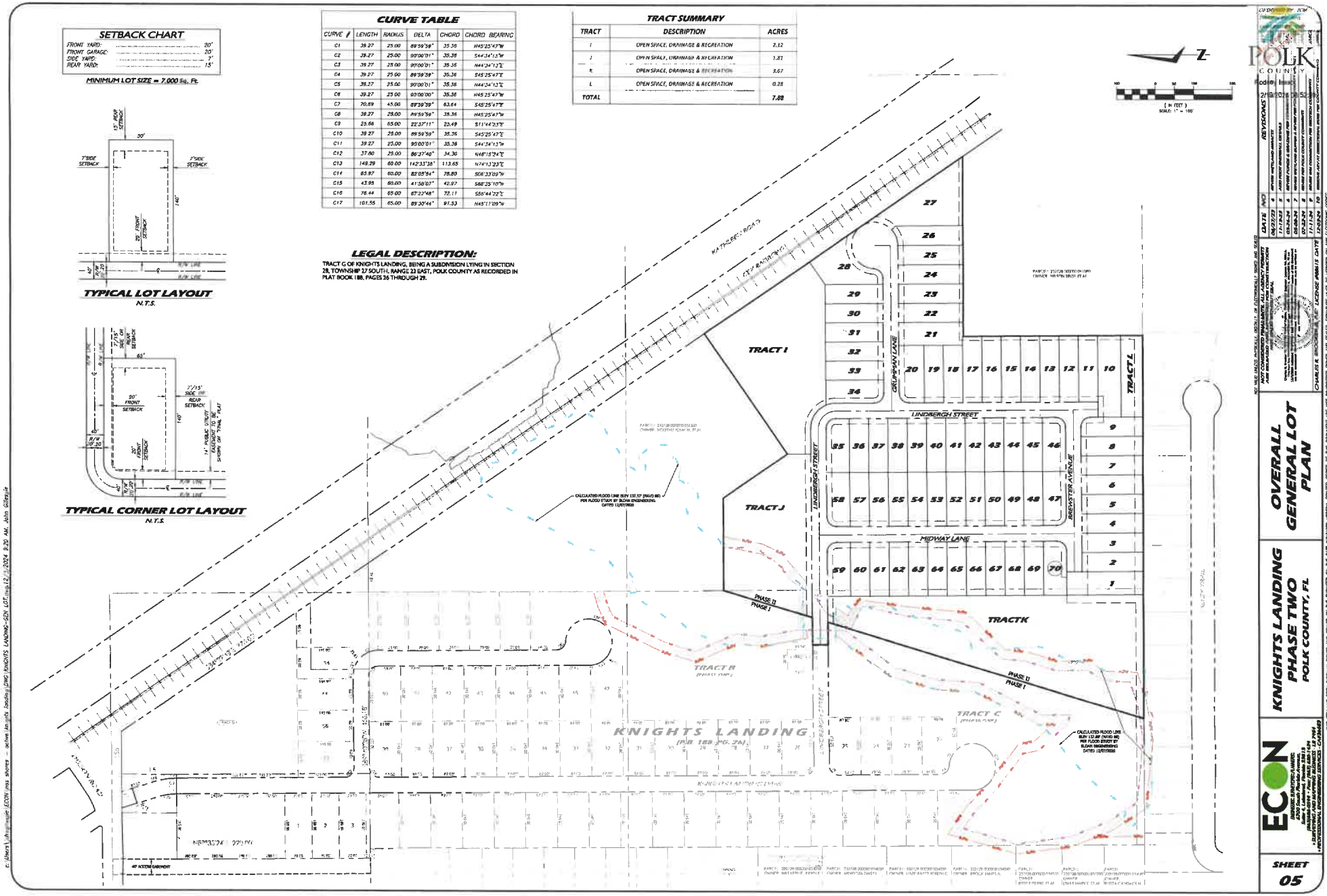
EXISTING CONDITIONS & DEMOLITION PLAN

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL.

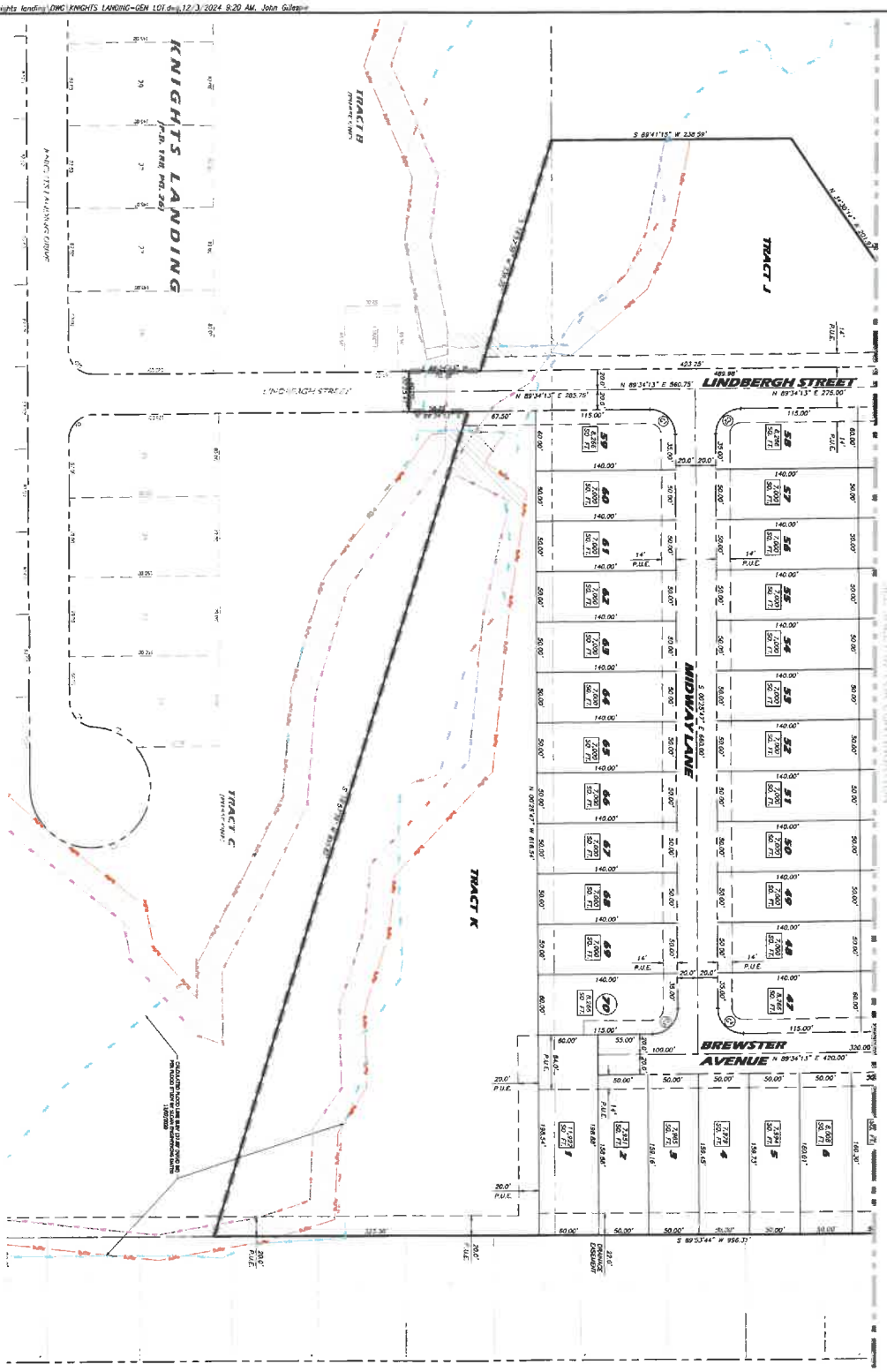
ECON
ENGINEERING CONSULTANTS
ROBERT E. BROOKS, P.E.
Suite 4, Lakeland, Florida 33813
(863) 619-1115 FAX (863) 619-1116
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• SURVEYING AND MAPPING SERVICES • LEP #4648
• PROFESSIONAL ENGINEERING SERVICES • CA #29482

SHEET 04

c:\Users\johngillette\ECON Files\Shares - Active Projects\Landing\DWG\KNIGHTS LANDING-DEMO PLAN.dwg, 12/3/2024 9:29 AM, John Gillette


SETBACK CHART
FRONT YARD: 20'
FRONT GARAGE: 20'
SIDE YARD: 7'
REAR YARD: 15'
MINIMUM LOT SIZE = 7,000 Sq. Ft.
TYPICAL LOT LAYOUT
N.T.S.
TYPICAL CORNER LOT LAYOUT
N.T.S.
CURVE TABLE
CURVE # | LENGTH | RADIUS | DELTA | CHORD | CHORD BEARING
C1 | 39.27 | 25.00 | 89°59'58" | 35.36 | N45°25'47"W
C2 | 39.27 | 25.00 | 90°00'01" | 35.36 | S44°34'13"W
C3 | 39.27 | 25.00 | 90°00'01" | 35.36 | N44°34'13"E
C4 | 39.27 | 25.00 | 89°59'58" | 35.36 | S45°25'47"E
C5 | 39.27 | 25.00 | 90°00'01" | 35.36 | N44°34'13"E
C6 | 39.27 | 25.00 | 90°00'00" | 35.36 | N45°25'47"W
C7 | 70.69 | 45.00 | 89°59'59" | 63.64 | S45°25'47"E
C8 | 39.27 | 25.00 | 89°59'59" | 35.36 | N45°25'47"W
C9 | 25.66 | 65.00 | 22°37'11" | 25.49 | S11°44'23"E
C10 | 39.27 | 25.00 | 89°59'59" | 35.36 | S45°25'47"E
C11 | 39.27 | 25.00 | 90°00'01" | 35.36 | S44°34'13"W
C12 | 37.60 | 25.00 | 86°37'40" | 34.36 | N48°15'24"E
C13 | 149.29 | 60.00 | 142°33'38" | 113.65 | N74°13'23"E
C14 | 85.97 | 60.00 | 82°05'54" | 78.80 | S06°33'09"W
C15 | 43.95 | 60.00 | 41°58'07" | 42.97 | S68°25'10"W
C16 | 76.44 | 65.00 | 67°22'48" | 72.11 | S56°44'22"E
C17 | 101.55 | 65.00 | 89°30'44" | 91.53 | N45°11'09"W
TRACT SUMMARY
TRACT | DESCRIPTION | ACRES
I | OPEN SPACE, DRAINAGE & RECREATION | 2.12
J | OPEN SPACE, DRAINAGE & RECREATION | 1.81
K | OPEN SPACE, DRAINAGE & RECREATION | 3.67
L | OPEN SPACE, DRAINAGE & RECREATION | 0.28
TOTAL | | 7.88
LEGAL DESCRIPTION:
TRACT G OF KNIGHTS LANDING, BEING A SUBDIVISION LYING IN SECTION 28, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY AS RECORDED IN PLAT BOOK 188, PAGES 26 THROUGH 29.
TRACT I
TRACT J
TRACT K
TRACT L
TRACT B
TRACT C
LINDBERGH STREET
MIDWAY LANE
BREWSTER AVENUE
CATAWAY LANE
KNIGHTS LANDING
(PB. 188 PG. 26)
PHASE II
PHASE I
CALCULATED FLOOD LINE ELEV 137.37' (NAVD 88) PER FLOOD STUDY BY ELOAN ENGINEERING DATED 12/07/2020
N89°33'24"E 2210.00'
N
(IN FEET)
SCALE: 1" = 100'
POLK COUNTY
Index No. 2
2/19/2025 08:53:
REVISIONS
DATE | NO | DESCRIPTION
12-17-24 | 5 | AFTER INITIAL AGENCY REVIEW
12-17-24 | 6 | ADD ROAD WIDENING DETAILS
03-14-24 | 7 | AFTER PONDS & GRADING PERMIT
05-08-24 | 8 | AFTER POLK COUNTY COMMENTS
07-23-24 | 9 | AFTER PDP POLK COUNTY COMMENTS
11-15-24 | 10 | ADDED ADDITIONAL PHASE LINE
12-13-24 | 11 | ADDED ADDITIONAL PHASE LINE
CHARLES K. BROCKWELL, JR. LICENSE #66115 DATE
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ENGINEER ON THE DATE INDICATED HEREON. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
OVERALL GENERAL LOT PLAN
KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL
ECON
SHEET 05
c:\Users\jhughes\ECON Files Archive\Projects\Knights Landing\DWG KNIGHTS LANDING-GEN LOT.dwg 12/13/2024 9:20 AM John Gillespie

C:\Users\johngillespie\ECON\nas shares - active\knights landing\DWG\KNIGHTS LANDING-GEN LOT.dwg, 12/3/2024 9:20 AM, John Gillespie



CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	39.27'	25.00'	89°59'58"	35.36'	N45°34'24"W
C2	39.27'	25.00'	90°00'01"	35.36'	S44°25'37"W
C3	39.27'	25.00'	90°00'01"	35.36'	N44°34'13"E
C4	39.27'	25.00'	89°59'58"	35.36'	S45°25'37"E
C5	39.27'	25.00'	90°00'01"	35.36'	N44°34'13"E
C6	39.27'	25.00'	90°00'00"	35.36'	N45°25'47"W
C7	72.80'	45.00'	92°42'07"	65.04'	S89°25'47"E
C8	39.27'	25.00'	89°59'58"	35.36'	N45°25'47"W
C9	25.69'	60.00'	24°31'11"	25.49'	S11°49'23"E
C10	39.27'	25.00'	89°59'58"	35.36'	S45°25'47"E
C11	39.27'	25.00'	90°00'01"	35.36'	S44°34'13"W
C12	37.80'	25.00'	86°37'42"	34.30'	N48°16'24"E
C13	149.28'	60.00'	142°32'58"	113.55'	N14°12'52"E
C14	85.87'	60.00'	82°00'34"	78.80'	S80°30'03"W
C15	4.39'	60.00'	4°11'30"	4.39'	S56°20'50"W
C16	76.44'	60.00'	87°37'46"	72.11'	S59°42'52"E
C17	101.55'	60.00'	96°59'04"	89.93'	N65°11'09"W

NOT VALID UNLESS PHYSICALLY, DIGITALLY, OR ELECTRONICALLY SIGNED AND SEALED

NOT CONSIDERED FINAL UNTIL ALL AGENCY PERMITS ARE OBTAINED AND CONSTRUCTION PLANS ARE APPROVED

CHARLES R. SPICKLER, P.E. LICENSE #66615 DATE

DATE	NO	REVISIONS
04/27/23	4	REVISE WETLAND IMPACTS
11-13-23	5	ADD PORT SIGNAL DETAILS
03-26-24	6	REVISE PONDS & GRADING PER COMMENTS
05-08-24	7	REVISE WETLAND IMPACTS & REVISE PER
07-22-24	8	REVISE PER POLK COUNTY COMMENTS
11-11-24	9	REVISE PER COMMENTS FROM DEVELOPER
12-03-24	10	REVISE LAYOUT DIRECTIONAL SIGNS PER COUNTY COMMENTS

SCALE: 1" = 50'

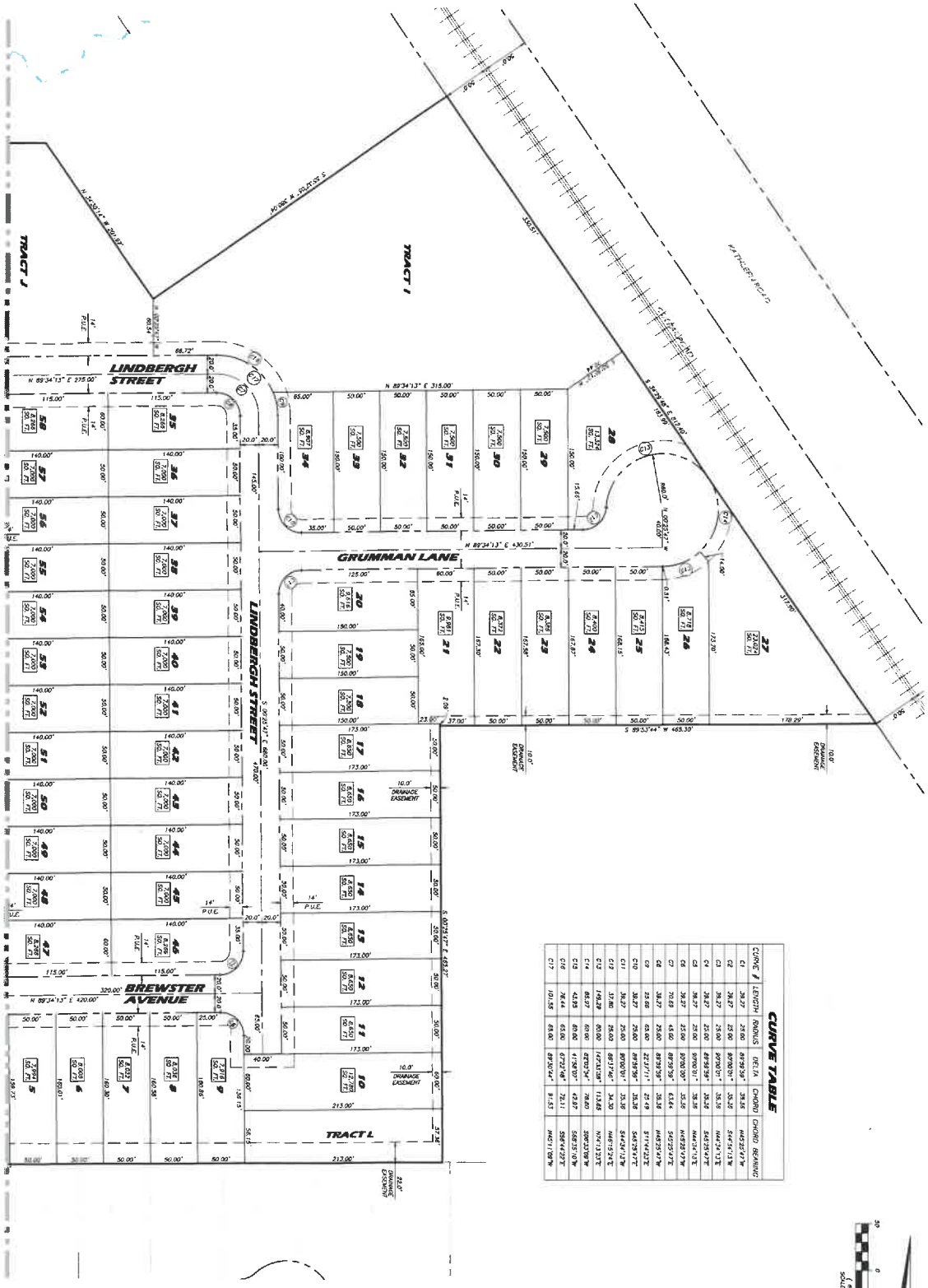
SHEET 06

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(863)688-0568 • Fax (863) 680-1434
• SURVEYING AND MAPPING BUSINESS - LB 7454
• PROFESSIONAL ENGINEERING SERVICES - CA#4483

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

ENLARGED GENERAL LOT PLAN 1

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ENGINEER ON THE DATE INDICATED HEREIN. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	39.27	25.00	89°59'56"	35.35	N44°34'15"W
C2	39.27	25.00	90°00'04"	35.35	S45°25'45"W
C3	39.27	25.00	90°00'04"	35.35	N44°34'15"W
C4	39.27	25.00	89°59'56"	35.35	S45°25'45"W
C5	39.27	25.00	90°00'04"	35.35	N44°34'15"W
C6	39.27	25.00	89°59'56"	35.35	S45°25'45"W
C7	74.69	49.00	87°19'44"	67.63	N46°34'15"W
C8	39.27	25.00	89°59'56"	35.35	S45°25'45"W
C9	39.27	25.00	90°00'04"	35.35	N44°34'15"W
C10	39.27	25.00	89°59'56"	35.35	S45°25'45"W
C11	39.27	25.00	90°00'04"	35.35	N44°34'15"W
C12	39.29	25.00	90°00'00"	35.36	S45°25'45"W
C13	147.39	175.00	48°15'04"	143.08	N65°26'43"E
C14	89.57	175.00	29°19'40"	88.60	N14°34'13"E
C15	42.83	60.00	40°53'44"	41.93	S69°07'53"E
C16	76.44	60.00	72°59'48"	71.41	S22°34'13"E
C17	101.55	60.00	96°57'44"	89.91	S68°25'47"W

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NOT CONSIDERED FINAL UNTIL ALL AGENCY PERMITS ARE OBTAINED AND APPROVED FOR CONSTRUCTION
CHARLES R. BROOKER, P.E. LICENSE #86615 DATE
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REVISIONS		
DATE	NO	
06/27/23	4	REVISE WETLAND IMPACTS
11-15-23	5	ADD FOOT SHOWALL DETAILS
03-26-24	6	REVISE PONDS & GRADING PER COMMENTS
05-08-24	7	REVISE WETLAND BUFFER & REVISE PER COMMENTS
07-23-24	8	REVISE PER POLK COUNTY COMMENTS
11-11-24	9	REVISE PER CONNECTION PER BROOKEN COMMENTS
12-03-24	10	REVISE ARVAT DIRECTIONAL SIGNS PER COUNTY COMMENTS

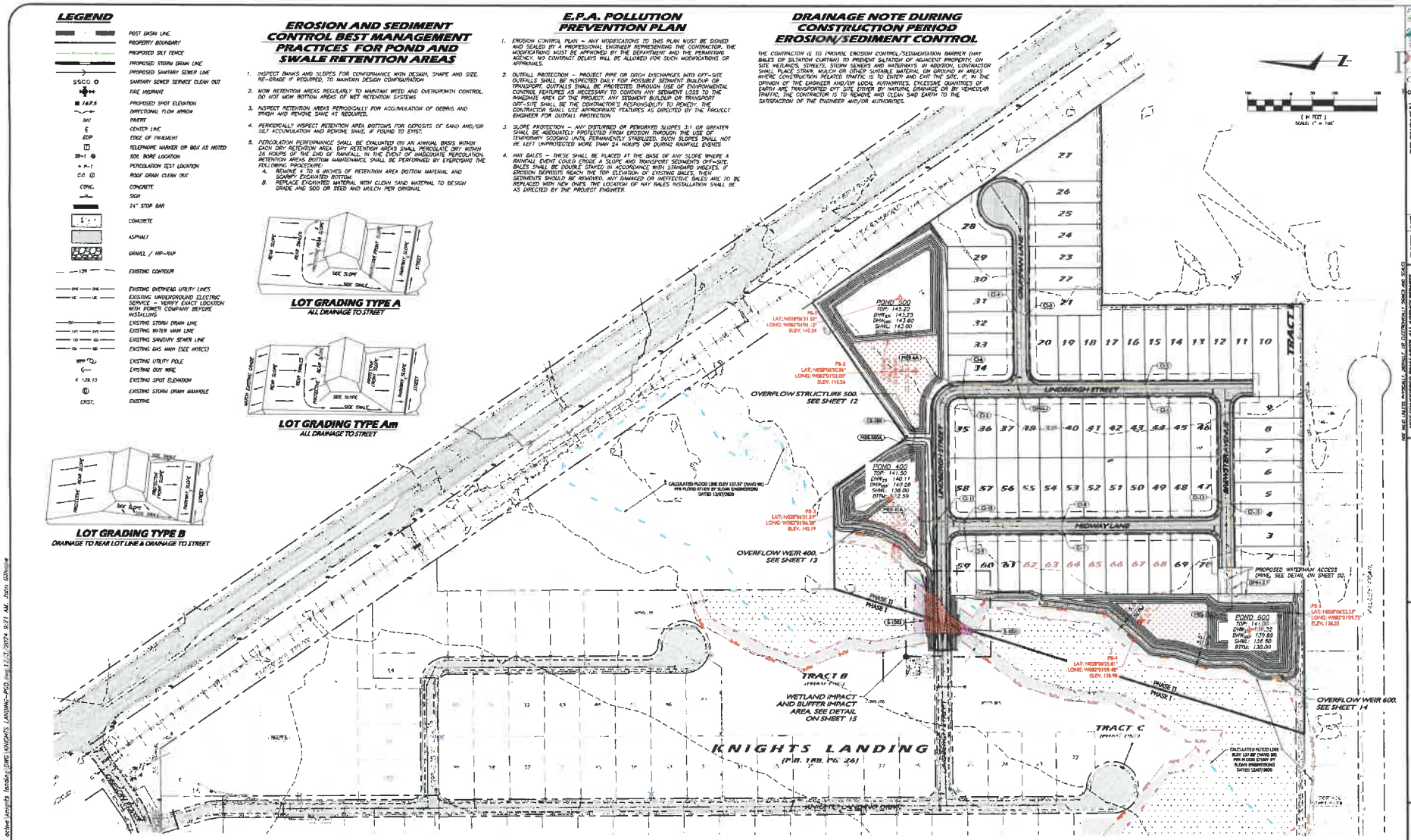
SHEET 07

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KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

ENLARGED GENERAL LOT PLAN 2

POLK COUNTY



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SHEET 09	ECON ENGINEERS, SURVEYORS, PLANNERS 6200 South Florida Avenue, Suite 6, Lakeland, Florida 33813 (863)686-0854 • Fax: (863) 680-1484 • SURVEYING AND MAPPING BUSINESS - LB 7454 • PROFESSIONAL ENGINEERING SERVICES - CA#26483	KNIGHTS LANDING PHASE TWO POLK COUNTY, FL
ENLARGED PAVING GRADING AND DRAINAGE PLAN 1	NOT VALID UNLESS PHYSICALLY, DIGITALLY OR ELECTRONICALLY SIGNED AND SEALED. NOT CONSIDERED FINAL UNTIL ALL AGENCY PERMITS ARE RELEASED FOR CONSTRUCTION. CHARLES K. BROOKS, JR., P.E. LICENSE #66115 DATE	

DATE	NO	REVISIONS
06/27/23	4	REVISE WETLAND IMPACTS
11-13-23	5	ADD ROOT BARRIER DETAILS
03-34-24	6	REVISE POND 6 GRADING PER COMMENTS
05-08-24	7	REVISE WETLAND IMPACT & REVISE PER COMMENTS
07-23-24	8	REVISE PER POLK COUNTY COMMENTS
11-11-24	9	REVISE SWE CONNECTION PER NEWTOWN COMMENTS
12-03-24	10	REMOVE ARC AT DIRECTIONAL BORE PER COUNTY COMMENTS

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SEE SHEET 09 FOR CONTINUATION

NOTICE

CONTRACTOR TO EXERCISE EXTREME CAUTION DURING EXCAVATION IN THE AREA OF THE EXISTING GAS MAIN.

DEWATERING NOTE

PRIOR TO THE INSTALLATION OF ANY UNDERGROUND UTILITY, ALL DEWATERING EFFORTS SHALL BE IMPLEMENTED AS NECESSARY TO INSTALL UNDERGROUND UTILITIES "DRY". SUCH EFFORTS MAY INCLUDE, BUT ARE NOT LIMITED TO, WELL POINTS, SUMP PITS, TRENCH BOXES, OR OTHER METHODS AS NECESSARY. ALL DEWATERING EFFORTS SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS. ANY EXCAVATED MATERIAL TO BE RE-USED AS BACKFILL SHALL BE STOCKPILED IN AN APPROVED LOCATION AND ALLOWED TO DRAIN PRIOR TO PLACEMENT. NO DEWATERING EFFORTS SHALL DISCHARGE DIRECTLY INTO ANY WETLAND OR SURFACE WATER BODY. ALL DISCHARGE WATER SHALL BE ROUTED THROUGH A SEDIMENT TRAPPING DEVICE PRIOR TO RELEASE OFFSITE. NO DEWATERING EFFORTS SHALL CAUSE ADVERSE IMPACTS TO ADJACENT PROPERTIES OR OFFSITE INFRASTRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY DEWATERING EFFORTS AT NO ADDITIONAL COST TO THE OWNER. IN THE EVENT THAT DEWATERING EFFORTS ARE UNSUCCESSFUL, THE CONTRACTOR SHALL IMPORT SUITABLE FILL MATERIAL AS NECESSARY TO ACHIEVE THE REQUIRED GRADES. NO EXCAVATION SHALL OCCUR BELOW THE SEASONAL HIGH WATER TABLE UNLESS APPROVED BY THE ENGINEER. ALL EXCAVATED MATERIAL SHALL BE PLACED AT LEAST 10 FEET FROM THE EDGE OF EXCAVATION. EXCAVATED MATERIAL SHALL NOT BE ALLOWED TO FLOW BACK INTO THE EXCAVATION. ALL EXCAVATED MATERIAL SHALL BE PROPERLY BACKFILLED AND COMPACTED AS SOON AS POSSIBLE AFTER REMOVAL OF DEWATERING EFFORTS. NO EXCAVATED MATERIAL SHALL BE ALLOWED TO FLOW BACK INTO THE EXCAVATION. ALL WATER SHALL BE ALLOWED TO FLOW OVER THE TOP OF THE PIPE.

UTILITY SEPARATION NOTE

DRIVEWAYS, ENTRANCES, SIGNS, FENCES, WALLS AND STRUCTURES MUST MAINTAIN THE MINIMUM SEPARATION REQUIREMENTS FROM POLK COUNTY PUBLIC WATER AND WASTEWATER MAINS AND SYSTEMS THAT THE DEPTH OF COVER OVER SAME AND ACCESS WE NOT IMPACTED.

CONTRACTOR RESPONSIBLE TO RESTORE R/W TO PRE-DEVELOPMENT CONDITIONS

CONTRACTOR RESPONSIBLE FOR A CLEAN AND SECURE SITE AT ALL TIMES. TEMPORARY FENCE, ETC.

EXISTING UTILITIES NOTES

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL ABOVE GROUND AND UNDERGROUND UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT SUNSHINE ONE CALL - UTILITY LOCATION SERVICE, CONTRACTOR SHALL DIAL 811 OR 1-800-432-4770 AT LEAST 48 HOURS BUT NOT MORE THAN 10 DAYS PRIOR TO THE PROPOSED IMMEDIATE START OF ANY CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES THAT HAVE FACILITIES IN THE AREA OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES THAT EACH CONTRACTOR WORKING WITHIN THEIR AREA, AS ANY PART OF THIS DEVELOPMENT MUST OBTAIN A LOCATE FOR OTHER UNDERGROUND UTILITIES THAT MAY BE INSTALLED BY OTHERS THROUGHOUT THE CONSTRUCTION OF THIS DEVELOPMENT. FAILURE TO KEEP THE LOCATIONS CURRENT MAY RESULT IN THE CONTRACTOR BEING BACK CHARGED FOR THE RELOCATION OF THE UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ISSUANCE OF A LOCATION FOR CHAPTER 556 FLORIDA STATUTE.

OSHA NOTE

CONTRACTOR TO COMPLY WITH OSHA'S STANDARDS 29 CFR PART 1926, SUBPART P REGARDING ALL VERTICAL & HORIZONTAL CLEARANCES TO THE OVERHEAD ELECTRIC AND TELECOMMUNICATIONS LINES.

UNSUITABLE MATERIAL NOTE

WHERE MUCK, MUCK CLAY, AND/OR OTHER UNSUITABLE MATERIAL IS DISCOVERED WITHIN THE LIMITS OF CONSTRUCTION, THAT MATERIAL SHALL BE EXCAVATED AND BACKFILLED WITH SUITABLE MATERIAL.

CHANGE ORDER NOTE:

ANY CHANGE ORDER(S) TO THE CONSTRUCTION PLANS THAT ARE REQUESTED ON OR AFTER THE START OF CONSTRUCTION SHALL REQUIRE AN APPROVED CHANGE ORDER FORM. THE CHANGE ORDER FORM SHALL INCLUDE, BUT NOT BE LIMITED TO, A DESCRIPTION OF THE CHANGE, THE REASON FOR THE CHANGE, AND THE ESTIMATED COST ASSOCIATED WITH THE CHANGE. ANY ADDITIONAL MATERIALS REQUIRED TO COMPLETE THE CHANGE, PRIOR TO BEGINNING ANY WORK OR ORDERING MATERIALS. ALL CHANGE ORDERS MUST BE APPROVED IN WRITING BY THE OWNER(S).

EXISTING GAS MAIN NOTE

CHAPTER 556 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR CONTACT SUNSHINE ONE CALL OF FLORIDA, INC. BEFORE COMMENCING EXCAVATION. MAPS SHOWN ONLY THE APPROXIMATE LOCATION OF GAS MAINS OR SERVICES. THE EXCAVATOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION BY USE OF TEST PITS OR OTHER ACCEPTABLE METHODS. SITE INSPECTION BY GAS SYSTEM PERSONNEL IS REQUIRED BEFORE ANY EXCAVATION WITHIN 24 INCHES OF A GAS MAIN OR SERVICE. CONTACT GAS SYSTEM PERSONNEL AT LEAST TWO WORKING DAYS BEFORE BEGINNING ANY WORK IN THE AREA. CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING ALL EXCAVATION OPERATIONS. CONSTRUCTION ACTIVITIES IN AREA OF GAS MAIN.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Call sunshine 811 below.
811 SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SEE SHEET 09 FOR LEGEND, EXCAVATION & SEDIMENT CONTROL NOTES AND LOT GRADING TYPE DETAILS.

0 15 30 60
(IN FEET)
SCALE: 1" = 30'

NOT VALID UNLESS PHYSICALLY, DIGITALLY, OR ELECTRONICALLY SIGNED AND SEALED

NOT CONSIDERED FINAL UNTIL ALL AGENCY PERMITS ARE SECURED AND PLANS ARE RELEASED FOR CONSTRUCTION

CHARLES R. MOORE, P.E. LICENSE #66615 DATE

DATE	NO	REVISIONS
04/27/23	4	REVISE WETLAND IMPACTS
11-13-23	5	ADD FDOT ENDWALL DETAILS
03-26-24	6	REVISE PONDS & GRADING PER COMMENTS
05-08-24	7	REVISE WETLAND IMPACTS & REVISE PER COMMENTS
07-23-24	8	REVISE PER POLK COUNTY COMMENTS
11-11-24	9	REVISE R/W DEDICATION PER WESTERN CONNECTOR
12-03-24	10	REMOVE LAKE DIRECTIONAL BORE PER COUNTY COMMENTS

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KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

ENLARGED PAVING GRADING AND DRAINAGE PLAN 2

SHEET 10

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ENGINEER ON THE DATE INDICATED HEREON. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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SEE SHEET 09 FOR CONTINUATION

✳ NOTICE ✳

CONTRACTOR TO CONTACT SUNSHINE 811 AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF ANY EXCAVATION OR THE DIGGING OF ANY HOLE.

DEWATERING NOTE

ANY DEWATERING NECESSARY FOR THE CONSTRUCTION OF THE STORMWATER PONDS SHALL BE CONDUCTED IN SUCH A MANNER THAT ANY DRAWDOWN OF THE GROUNDWATER TABLE OUTSIDE THE PONDS SHALL NOT EXCEED ONE FOOT AT ANY PROPERTY LINE. THE DEWATERING EFFLUENT SHALL BE DISCHARGED INTO THE STORMWATER PONDS IN A MANNER THAT WILL NOT CAUSE EROSION OR SCOUR. DISCHARGE WATERS SHALL BE FILTERED SUCH THAT NO SEDIMENT LEAVES THE PONDS. DEWATERING SHALL BE CONDUCTED IN SUCH A MANNER THAT NO ADVERSE IMPACTS TO ADJACENT WETLANDS OCCUR. DEWATERING PUMPS SHALL BE PROTECTED BACK AND THE GROUND AT NO TIME SHALL WATER BE ALLOWED TO TOP OVER THE TOP OF THE PONDS.

✳ UTILITY SEPARATION NOTE ✳

UNDERGROUND UTILITY DRAINAGE, SIGNAL, POWER, WELLS AND STRUCTURES MUST BE LOCATED A MINIMUM OF 10 FEET HORIZONTALLY AND 1 FOOT VERTICALLY FROM POLK COUNTY PUBLIC WATER AND WASTEWATER MAINS AND FIXTURES THAT THE DEPTH OF OVER CUT SAND AND ASSESS, ARE NOT AFFECTED.

CONTRACTOR TO RESTORE R/W TO PRE-DEVELOPMENT CONDITIONS

CONTRACTOR RESPONSIBLE FOR A CLEAN AND SECURE SITE AT ALL TIMES, TEMPORARY FENCE, ETC.

✳ EXISTING UTILITIES NOTES ✳

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL ABOVE GROUND AND UNDERGROUND UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT. CALL "UTILITY LOCATION SERVICE" CONTRACTOR SHALL DIAL 811 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ANY CONFLICTS OCCUR SO THAT DESIGN MAY ALSO BE ALTERED THAT EACH CONTRACTOR WORKING WITHIN (AND, AS ANY PART OF THE DEVELOPMENT MUST VERIFY BY LOCATE OR OTHER METHODS) THE DEVELOPMENT MUST VERIFY BY LOCATE OR OTHER METHODS THE LOCATION OF ALL UTILITIES PRIOR TO THE CONSTRUCTION OF THE DEVELOPMENT. FAILURE TO ACT IN ACCORDANCE WITH THIS NOTE MAY RESULT IN THE REVOCATION OF THE ISSUANCE OF A CLEARING FOR CHAPTER 556 FLORIDA STATUTE.

✳ OSHA NOTE ✳

CONTRACTOR TO COMPLY WITH OSHA'S STANDARDS 29 CFR PART 1926, SUBPART P REGARDING TRENCHING AND EXCAVATION AND TRANSMISSION LINES.

✳ CHANGE ORDER NOTE: ✳

ANY CHANGES / REVISIONS TO THE CONSTRUCTION PLANS BEFORE, DURING OR AFTER THE START OF CONSTRUCTION SHALL REQUIRE ALL APPROVED CHANGES TO BE SUBMITTED IN WRITING TO THE ENGINEER OF RECORD FOR COST ASSOCIATED WITH THE WORK EFFORT AND MATERIALS REQUIRED TO COMPLETE THE CHANGE. ALL CHANGES TO THE CONSTRUCTION PLANS AND ANY ASSOCIATED CONSTRUCTION MATERIALS SHALL COMPLY WITH CHANGE ORDERS MUST BE APPROVED IN WRITING BY THE OWNER(S)

✳ EXISTING GAS MAIN NOTE ✳

CHAPTER 556 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR CONTACT SUNSHINE 811 BEFORE BEGINNING EXCAVATION. THE GAS MAIN LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. LOCATION OF GAS MAINS OR SERVICES IS THE RESPONSIBILITY OF THE EXCAVATOR. THE EXCAVATOR SHALL CONTACT SUNSHINE 811 AT LEAST TWO (2) BUSINESS DAYS BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS PRIOR TO BEGINNING EXCAVATION. THE EXCAVATOR SHALL NOTIFY PEOPLES GAS SYSTEM IF PERSONNEL, MARKERS, OR FLAGS ARE NOT PRESENT AT THE EXCAVATION SITE WITHIN TWO (2) WORKING DAYS AFTER THE NOTICE. DURING THE EXCAVATION, THE EXCAVATOR SHALL USE HAND TOOLS WITHIN 24 INCHES OF THE GAS MAIN. EXCAVATION/INSTALLATION CONSTRUCTION ACTIVITIES IN AREA OF GAS MAIN.

✳ UNSUITABLE MATERIAL NOTE ✳

WHERE MUCK, ROCK, CLAY, AND/OR OTHER UNSUITABLE MATERIAL IS ENCOUNTERED, SUCH MATERIAL SHALL BE EXCAVATED AND BACKFILLED WITH SUITABLE MATERIAL.

SEE SHEET 09 FOR LEGEND, EROSION / SEDIMENT CONTROL NOTES AND LOT GRADING TYPE DETAILS.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

DATE	NO	REVISIONS
04/21/23	4	REVISE WETLAND IMPACT
11-13-23	5	ADD REDT BASEBALL DETAILS
03-26-24	6	REVISE PONDS & GRADING PER COMMENTS
05-08-24	7	REVISE WETLAND BUFFER & REVISE PER
07-22-24	8	REVISE PER POLK COUNTY COMMENTS
11-11-24	9	REVISE VEH CONNECTION PER DRAINTECH COMMENTS
12-03-24	10	REVISE ADA AT DIRECTIONAL BORE PER COUNTY COMMENTS

NOT CONSIDERED FINAL UNTIL ALL AGENCY PERMITS ARE RELEASED AND APPROVED FOR CONSTRUCTION AND SIGNED AND SEALED

CHARLES R. BROOKS, P.E. LICENSE #86615 DATE

ECON
ENGINEERS · SURVEYORS · PLANNERS
6700 South Florida Avenue,
Suite 4, Lakeland, Florida 33813
863/646-0044 · Fax: (863) 680-1484
• SURVEYING AND MAPPING BUSINESS - LB 7454
• PROFESSIONAL ENGINEERING SERVICES - CA#26483

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

ENLARGED PAVING GRADING AND DRAINAGE PLAN 3

SHEET 11

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ENGINEER ON THE DATE INDICATED HEREON. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



SEE SHEET 15B FOR SECTIONS

Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
FEMA-COMP 2 VOL	fill	1.000	1.000	5939.43	210.88	4.68	206.20 Cut
FEMA-COMP 1 VOL	fill	1.000	1.000	6459.71	199.90	19.07	177.92 Cut
FEMA-IMPACT 2 VOL	fill	1.000	1.000	2139.88	81.01	21.51	23.51 Fill
FEMA-IMPACT VOL	fill	1.000	1.000	9902.28	0.08	258.72	258.64 Fill
Total				24429.30	496.96	304.98	101.98 Cut

FLOODPLAIN COMPENSATION AREA

FLOODPLAIN IMPACT AREA

SCALE: 1" = 100'

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Call Sunshine
811
Sunshine 811 of Florida, Inc.

NOT VALID UNLESS PHYSICALLY, DIGITALLY, OR ELECTRONICALLY SIGNED AND SEALED

NOT CONSIDERED FINAL UNTIL ALL AGENCY PERMITS ARE RELEASED AND APPROVED FOR CONSTRUCTION

PROFESSIONAL ENGINEER SEAL

CHARLES R. BROOKER, JR., PE LICENSE #86615 DATE

DATE	NO	REVISIONS
04-06-23	3	UPDATE SITE PLAN REVISED POND & IMPACT CA
05-11-23	3	REVISE WETLAND IMPACTS
06-27-23	4	REVISE WETLAND IMPACTS
11-13-23	5	ADD POST SHEETPILE DETAILS
03-26-24	6	REVISE PONDS & REMOVE FBC
05-08-24	7	REVISE WETLAND BUFFER & REVISE FEB POLK COUNTY
07-22-24	8	REVISE PER POLK COUNTY COMMENTS

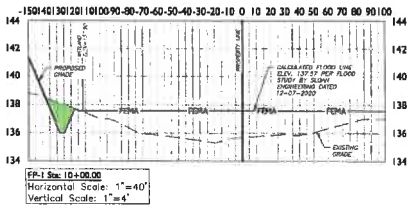
ECON
ENGINEERING
6700 South Florida Avenue, Suite 4, Lakeland, Florida 33813
(863)686-2566 • FAX (863) 680-1484
• SURVEYING AND MAPPING BUSINESS - LB 7454
• PROFESSIONAL ENGINEERING SERVICES - CA#29483

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

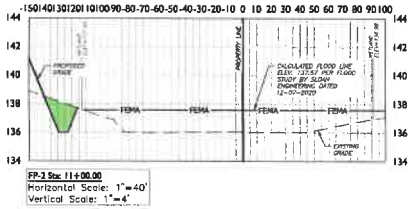
FLOODPLAIN IMPACT AND COMPENSATION PLAN

SHEET 15A

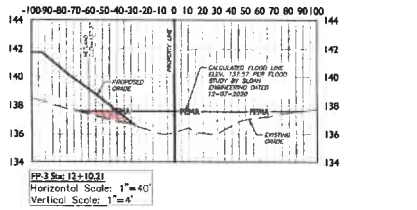
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ENGINEER ON THE DATE INDICATED HEREON. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



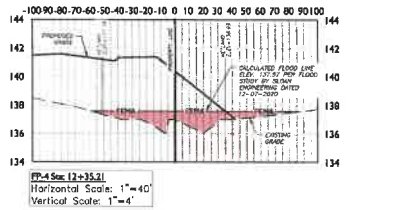
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Vertical Scale: 1"=4'



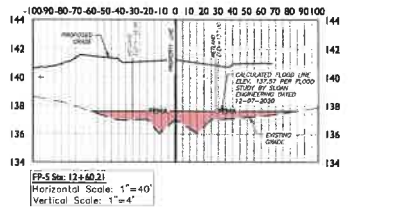
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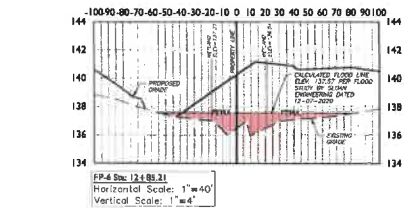
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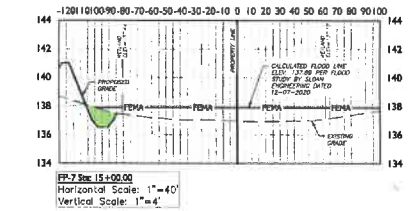
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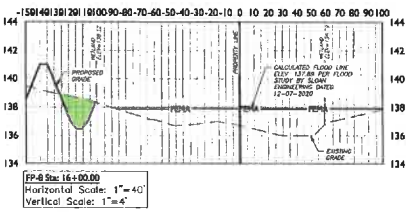
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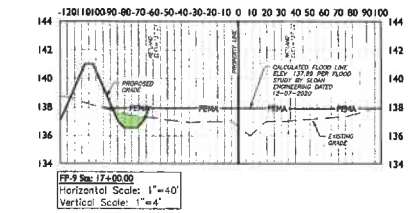
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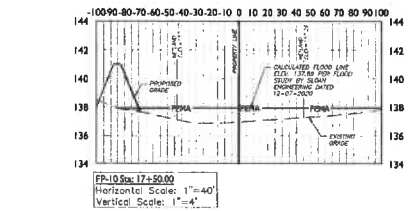
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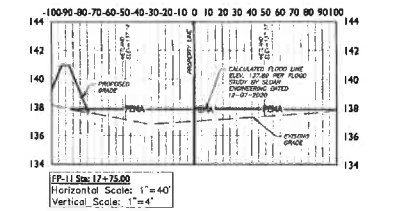
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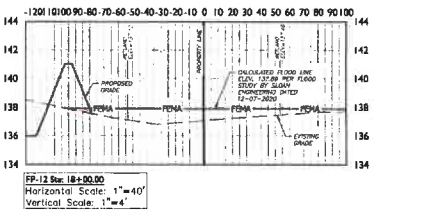
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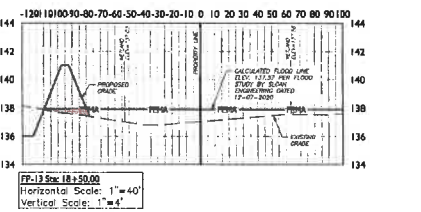
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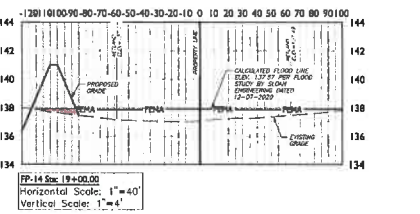
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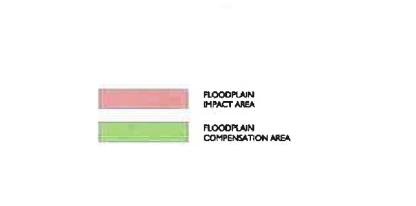
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FP-13 Sta: 18+50.00
Horizontal Scale: 1"=40'
Vertical Scale: 1"=4'



FP-14 Sta: 19+00.00
Horizontal Scale: 1"=40'
Vertical Scale: 1"=4'



FLOODPLAIN IMPACT AREA

FLOODPLAIN COMPENSATION AREA

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Sunshine State One Call of Florida, Inc.

POLK COUNTY
Roadway Impact

NO	DATE	REVISIONS
1	09/06/23	UPDATED SITE PLAN PER REVISED SWMP & COMMENTS
2	09/26/23	UPDATED SITE PLAN PER REVISED SWMP & COMMENTS
3	10/10/23	REVISED WATER AND IMPACTS
4	04/22/24	ADDED FRONT BARRIER WALL DETAILS
5	11/13/24	REVISED FLOOD & IMPACTS PER COMMENTS
6	12/16/24	REVISED SITE PLAN PER POLK COUNTY COMMENTS
7	05/08/25	REVISED SITE PLAN PER POLK COUNTY COMMENTS

NOT VALID UNLESS ORIGINALLY SIGNED AND SEALED

CHARLES A. BRUSH, P.E. LICENSE #69113 DATE

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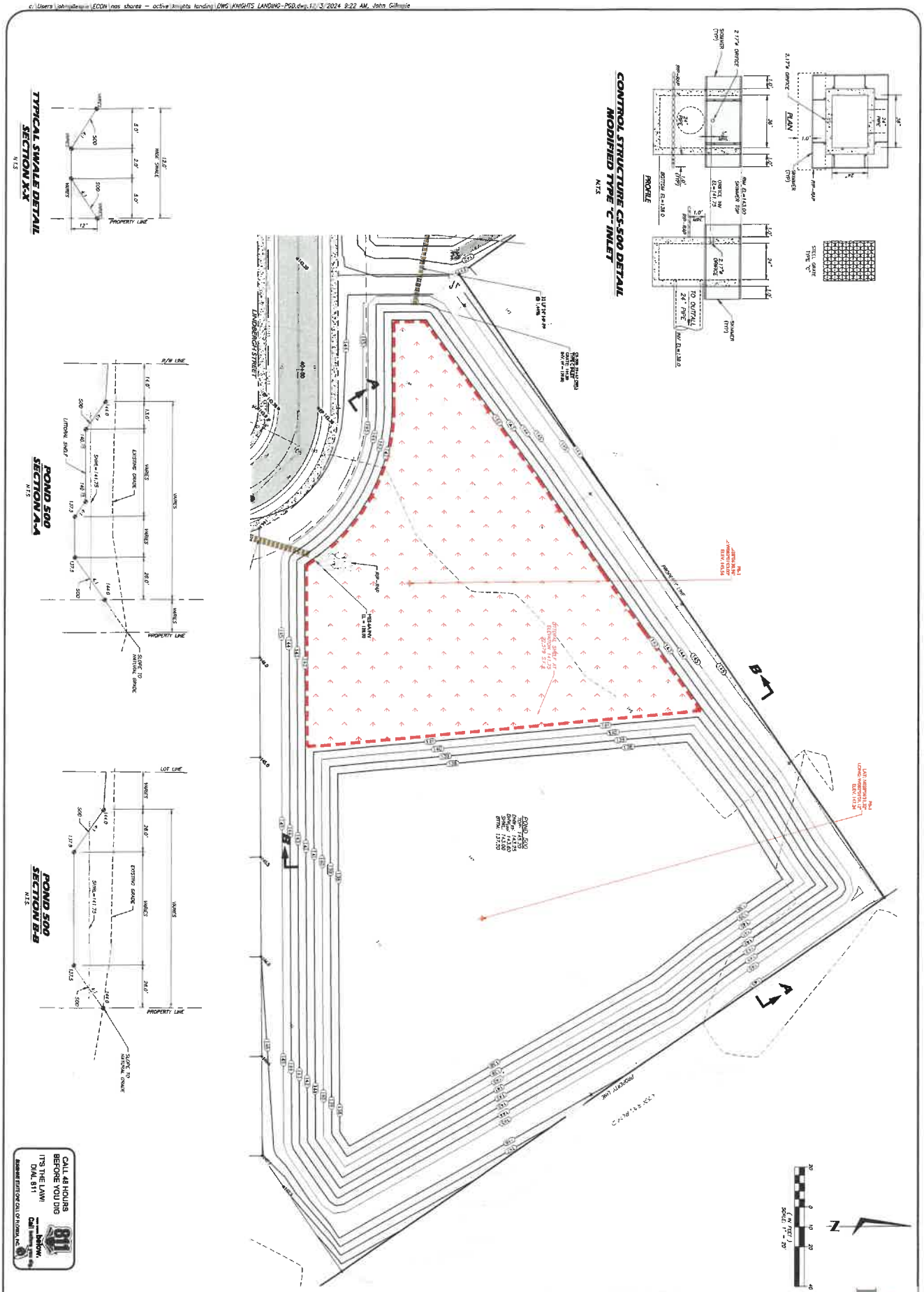
FLOODPLAIN IMPACT AND COMPENSATION PLAN 2

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

ECON
ENGINEERING AND MAPPING SERVICES, LLC
PROFESSIONAL ENGINEERING SERVICES - CA#7468

SHEET
15B

C:\Users\JohnGilligan\ECON\NAS Shares - Active\KNIGHTS LANDING (JNG)\KNIGHTS LANDING-FLOOD COMP PLAN.dwg 10/14/2024 6:17 PM John Gilligan



CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Call Sunshine 811 or click below.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SHEET 12	ECON ENGINEERS, SURVEYORS, PLANNERS 4700 South Florida Avenue, Suite 4, Lakeland, Florida 33813 (863)648-0644 • Fax: (863) 688-1434 • SURVEYING AND MAPPING BUSINESS - LB 7454 • PROFESSIONAL ENGINEERING SERVICES - CA/#648	KNIGHTS LANDING PHASE TWO POLK COUNTY, FL	POND DETAILS 1

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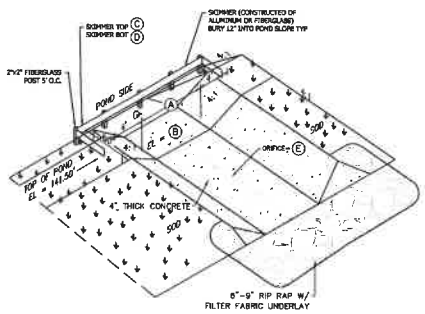
NOT CONSIDERED FINAL UNTIL ALL AGENCY PERMITS ARE ISSUED AND APPROVED FOR CONSTRUCTION

CHARLES R. MOORE, P.E. LICENSE #66615 DATE

DATE	NO	REVISIONS
06/27/23	4	REVISE WETLAND IMPACTS
11-13-23	5	ADD FOOT SIDEWALL DETAILS
03-26-24	6	REVISE PONDS & GRADING PER COMMENTS
05-08-24	7	REVISE WETLAND BUFFER & REVISE PER COMMENTS
07-23-24	8	REVISE PER POLK COUNTY COMMENTS
11-11-24	9	REVISE SITE CONNECTION PER WESTERN CORRIDOR
12-03-24	10	REVISIONS APPLY AT DIRECTORS WORK FOR COUNTY COMMENTS

SCALE: 1" = 20'

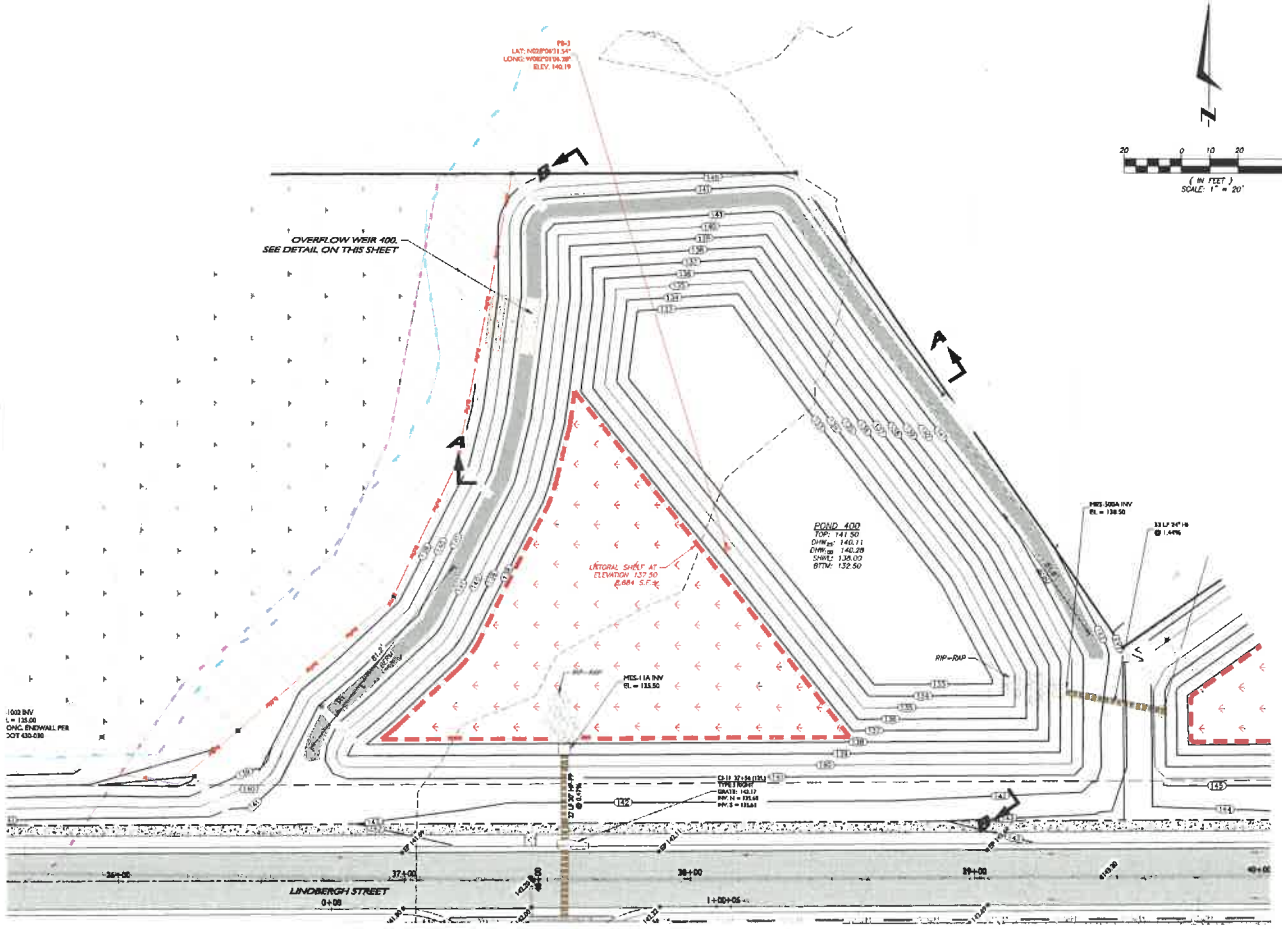
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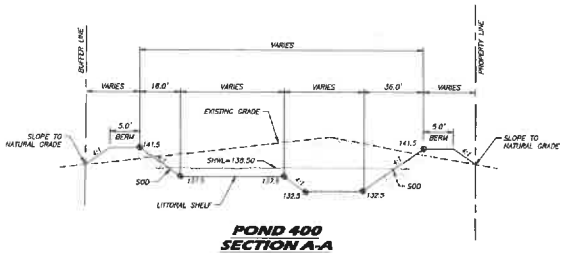


POND 400 - WEIR DETAIL

NTS

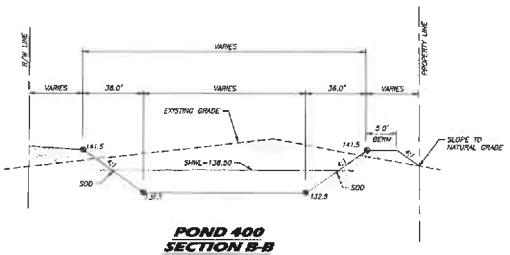
STRUCTURE NAME	WEIR WIDTH (A)	WEIR ELEVATION (B)	SKIMMER TOP (C)	SKIMMER BOTTOM (D)	ORIFICE (E)
W-400	10'	139.75	140.25	138.0	1.44" @ 138.0





POND 400 SECTION A-A

N.T.S.



POND 400 SECTION B-B

N.T.S.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

POLK COUNTY
Rodney Heath
2nd Term 2023-2026

DATE	NO	REVISIONS
06/27/23	6	ADDED NOTES AND DETAILS
08/15/23	5	ADDED NOTES AND DETAILS
03/26/24	4	REVISE PONDS & GRADING PER COMMENTS
05/08/24	3	REVISE SETBACKS SHOWN & REVISE PER COMMENTS
07/03/24	2	REVISE PER POLK COUNTY COMMENTS
11/11/24	1	ADDED NEW ACCESS ROAD & REVISED PER COMMENTS

ECON
ENGINEERING
ENVIRONMENTAL
PLANNING
SURVEYING
CERTIFICATE OF AUTHORIZATION NUMBER: EB 0007164
Suite 1, 1444 Hwy 64 E., Bradenton, Florida 34212-9494
PHONE: (941) 748-8080 FAX: (941) 748-8089
• SURVEYING AND MAPPING BUSINESS: LB 7434
• PROFESSIONAL ENGINEERING SERVICES: CA 0005483

CHARLES R. BROOKER, JR. LICENSE NUMBER 71411 DATE
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KNIGHTS LANDING
PHASE TWO
POLK COUNTY, FL.

POND DETAILS 2

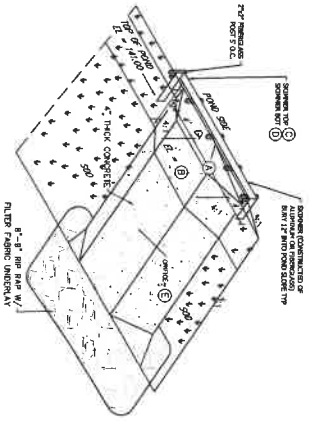
SHEET
13

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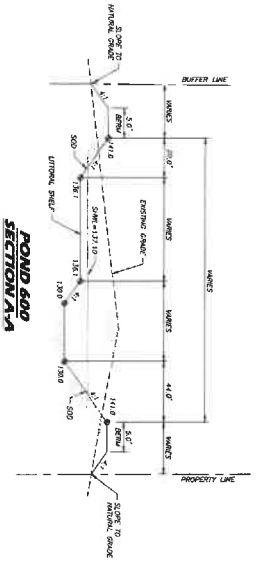
C:\Users\johngillespie\ECON\nas shares - active\knights landing\DWG\KNIGHTS LANDING - POND.dwg, 12/3/2024 9:22 AM, John Gillespie

STRUCTURE NAME	WEIR WIDTH (A)	WEIR ELEVATION (B)	SKIMMER TOP (C)	SKIMMER BOTTOM (D)	ORIFICE (E)
W-600	5'	139.50	141.0	136.50	1.69" @ 136.5

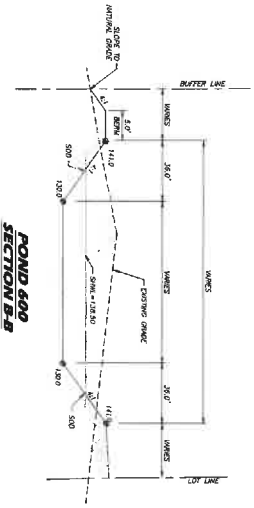
POND 600 - WEIR DETAIL
NTS

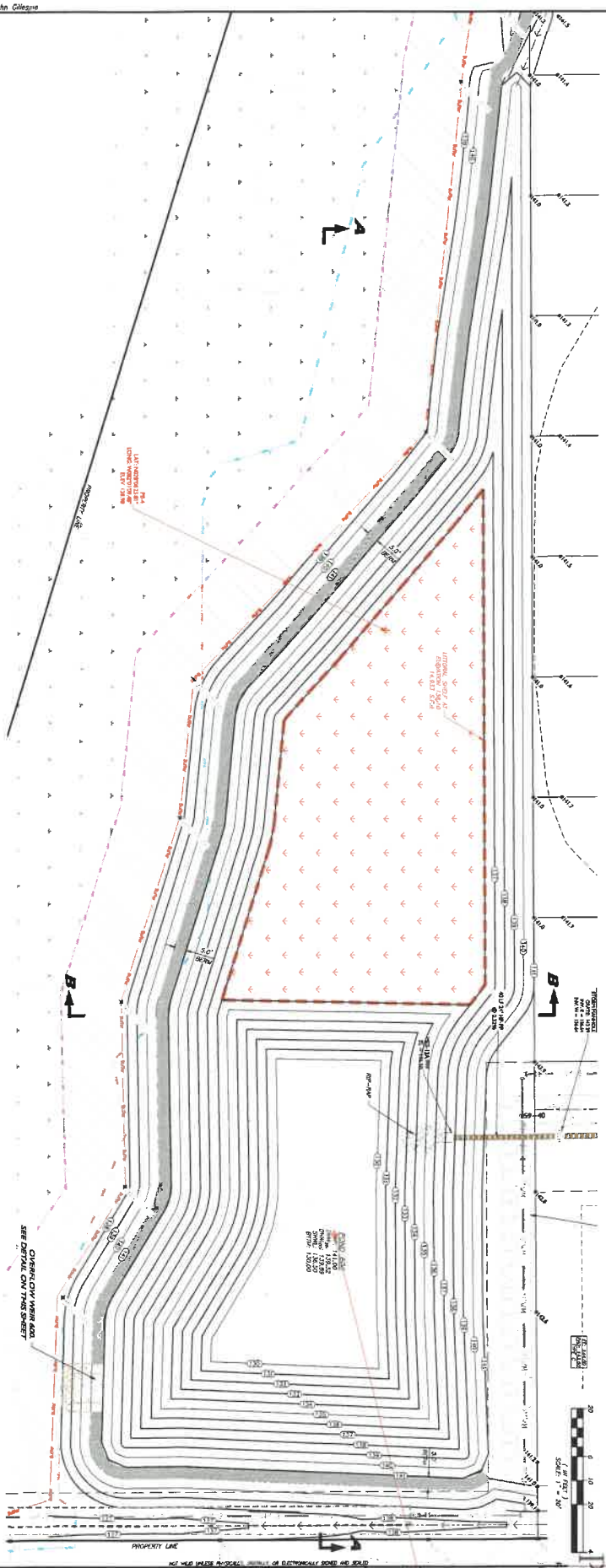


POND 600 SECTION A-A
N.T.S.



POND 600 SECTION B-B
N.T.S.





CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Call Sunshine 811 at least two full business days before you begin excavation.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

NOT VALID UNLESS PHYSICALLY SIGNED AND SEALED OR ELECTRONICALLY SIGNED AND SEALED

NOT CONSIDERED FINAL UNTIL ALL AGENCY PERMITS ARE RELEASED AND APPROVED FOR CONSTRUCTION

CHARLES R. BROOKER, JR., P.E. LICENSE: #66115 DATE: 12-03-24

DATE	NO	REVISIONS
06/29/23	4	REVISE WETLAND IMPACTS
11-13-23	5	ADD ROOT BARRIER DETAILS
03-14-24	6	REVISE POND 6 GRADING PER COMMENTS
05-08-24	7	REVISE WETLAND BUFFER & REVISE PER
07-22-24	8	REVISE PER POLK COUNTY COMMENTS
11-11-24	9	REVISE SW CONNECTION PER SWFWMD COMMENT
12-03-24	10	ADD ON/OFF DIRECTIONAL SIGNS PER COUNTY COMMENT

SHEET 14

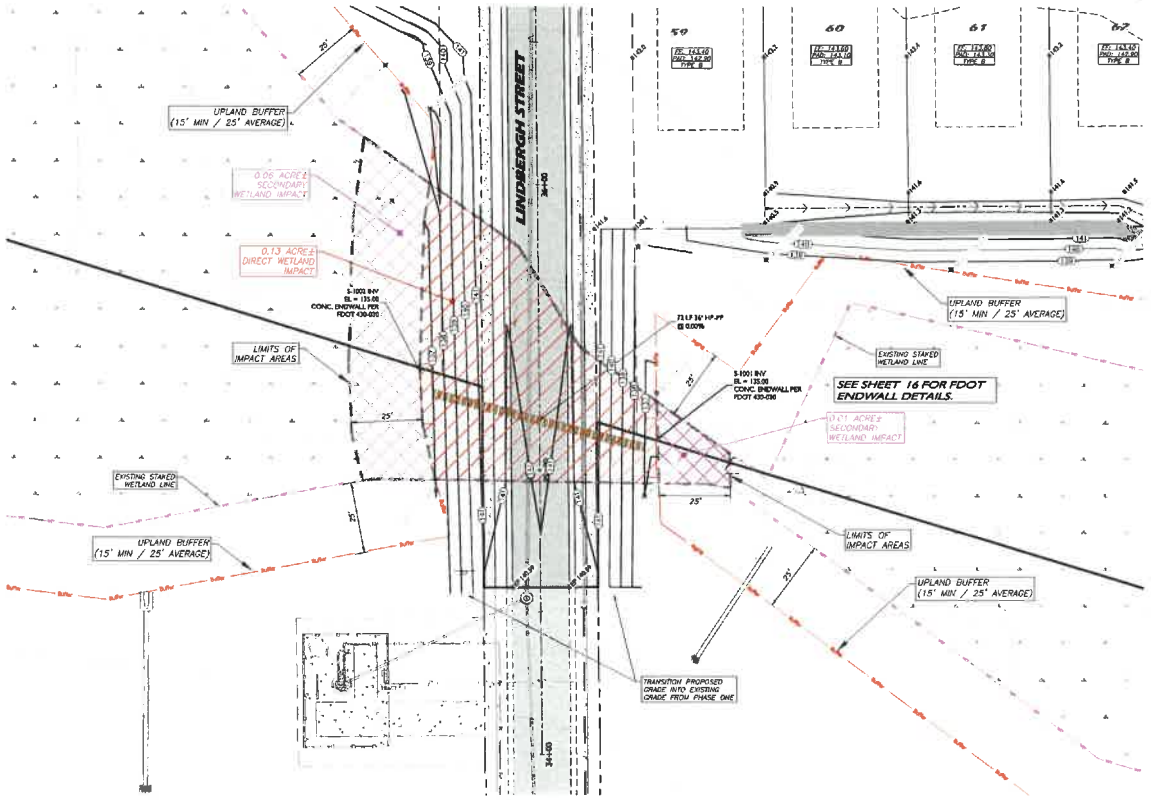
ECON
ENGINEERS/SURVEYORS/PLANNERS
4203 South Florida Avenue, Suite 6, Lakeland, Florida 33813
(863)686-0949 • Fax: (863) 685-1436
• SURVEYING AND MAPPING BUSINESS - LB 7454
• PROFESSIONAL ENGINEERING SERVICES - CA#26483

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

POND DETAILS 3

POLK COUNTY

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SEE SHEET 15A FOR FEMA IMPACT PLAN

WETLAND IMPACT SUMMARY

DESCRIPTION	ACRES
DIRECT IMPACT AREA	0.13
SECONDARY IMPACT AREA	0.01
SECONDARY IMPACT AREA	0.06
TOTAL IMPACT AREA	0.20

PROJECT AREA SUMMARY

DESCRIPTION	ACRES
TOTAL UPLAND ACREAGE	21.75
TOTAL WETLAND ACREAGE	1.84
TOTAL PROJECT AREA	23.59

✳ NOTICE ✳

CONTRACTOR TO EXERCISE EXTREME CAUTION DURING EXCAVATION IN THE AREA OF THE EXISTING GAS MAIN.

DEWATERING NOTE

PRIOR TO THE INSTALLATION OF ANY UNDERGROUND UTILITY ALL DETENTION PONDS SHALL BE CONSTRUCTED. IF ANY DEWATERING IS REQUIRED, TO INSTALL UNDERGROUND UTILITIES SUCH AS LIFT STATION MANHOLES, OR SANITARY SEWER PIPES, THE DEWATERING SHALL BE PIPED INTO THE DETENTION PONDS TO BE RECIRCULATED BACK INTO THE GROUND AT NO TIME SHALL WATER BE ALLOWED TO TOP OVER THE TOP OF THE PONDS.

✳ UTILITY SEPARATION NOTE ✳

DRIVEWAYS, ENTRANCES, SIGNS, FENCES, WALLS AND STRUCTURES MUST MAINTAIN THE REQUIRED MINIMUM HORIZONTAL AND VERTICAL SEPARATIONS FROM POLK COUNTY PUBLIC WATER AND WASTEWATER MAINS, AND ENSURE THAT THE DEPTH OF COVER OVER SAME, AND ACCESS, ARE NOT IMPACTED

CONTRACTOR RESPONSIBLE TO RESTORE R/W TO PRE-DEVELOPMENT CONDITIONS

CONTRACTOR RESPONSIBLE FOR A CLEAN AND SECURE SITE AT ALL TIMES. TEMPORARY FENCE, ETC.

✳ EXISTING UTILITIES NOTES ✳

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL ABOVE GROUND AND UNDERGROUND UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, PRIOR TO COMMENCEMENT OF WORK. THERE IS A STATEWIDE "ONE CALL" UTILITY LOCATION SERVICE. CONTRACTOR SHALL DIAL 811 48 HOURS PRIOR TO COMMENCING WORK. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ANY CONFLICTS OCCUR SO THAT DESIGN MAY BE ADJUSTED.
ALSO BE ADVISED THAT EACH CONTRACTOR DIGGING WITHIN LAND, AS ANY PART OF) THIS DEVELOPMENT MUST OBTAIN A LOCATE FOR OTHER UTILITIES, AND MUST BE CALLED IN AND KEPT CURRENT THROUGHOUT THE CONSTRUCTION OF THIS DEVELOPMENT. FAILURE TO KEEP THE LOCATE CURRENT COULD RESULT IN A STOPPAGE OF WORK OR THE ISSUANCE OF A CITATION PER CHAPTER 556 FLORIDA STATUTE.

✳ OSHA NOTE ✳

CONTRACTOR TO COMPLY WITH OSHA'S STANDARDS 29 CFR PART 1926, SUBPART CC FOR VERTICAL & HORIZONTAL CLEARANCES TO THE OVERHEAD DISTRIBUTION AND TRANSMISSION LINES

✳ CHANGE ORDER NOTE: ✳

ANY CHANGES / REVISIONS TO THE CONSTRUCTION PLANS BEFORE, DURING OR AFTER THE START OF CONSTRUCTION SHALL REQUIRE AN APPROVED CHANGE ORDER SIGNED BY THE OWNER / CLIENT, WHICH INCLUDES A TOTAL COST ASSOCIATED WITH THE WORK EFFORT AND MATERIALS REQUIRED TO COMPLETE THE CHANGE, PRIOR TO BEGINNING ANY WORK OR ORDERING ANY ASSOCIATED CONSTRUCTION MATERIALS. (ALL COSTS ASSOCIATED WITH CHANGE ORDERS MUST BE APPROVED IN WRITING BY THE OWNER)

✳ UNSUITABLE MATERIAL NOTE ✳

WHERE MUCK, ROCK CLAY, AND/OR OTHER UNSUITABLE MATERIAL IS ENCOUNTERED WITHIN THE LIMITS OF CONSTRUCTION, THAT MATERIAL SHALL BE EXCAVATED AND BACKFILLED WITH SUITABLE MATERIAL.

✳ EXISTING GAS MAIN NOTE ✳

CHAPTER 556 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATING. MAPS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS OR SERVICE LINES. THE ONLY SAFE AND PROPER WAY TO LOCATE GAS FACILITIES IS BY AN ON-SITE INSPECTION BY GAS SYSTEM PERSONNEL THEREOF. EXCAVATORS ARE INSTRUCTED TO TELEVYNE (U.N.I.S. AT 1-800-432-4770 TWO WORKING DAYS) BEFORE DIGGING IN A CONSTRUCTION AREA. CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING ALL EXCAVATION/ INSTALLATION/CONSTRUCTION ACTIVITIES IN AREA OF GAS MAIN

SEE SHEET 08 FOR LEGEND, EROSION / SEDIMENT CONTROL NOTES AND LOT GRADING TYPE DETAILS.

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DIAL 811
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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

DATE	NO	REVISIONS
2/9/2024	10	51
12/13/24	9	REVISE PER COUNTY COMMENTS
07-31-24	8	REVISE PER POLK COUNTY COMMENTS
06-06-24	7	REVISE ROADWAY PROFILE & SEWER PER COMMENTS
05-24-24	6	REVISE CURVES & SEWERS PER COMMENTS
11-13-23	5	ADD NOTE OVERALL DETAILS
10-11-23	4	REVISE PER COUNTY COMMENTS
08-23-23	3	REVISE PER COUNTY COMMENTS
06-23-23	2	REVISE PER COUNTY COMMENTS
04-21-23	1	PER COUNTY COMMENTS

CHARLES R. SPECKHART, P.E. LICENSE #66115 DATE: 12/13/24

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KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

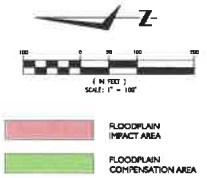
ENLARGED WETLAND IMPACT PLAN

SHEET 15

ECON
ENGINEERING CONSULTANTS
DESIGNED BY: JOE RAMOS
DRAWN BY: JOE RAMOS
CHECKED BY: CHUCK SPECKHART
3434 S. LAKELAND, FLORIDA 33803
PHONE: (863) 619-1144 FAX: (863) 619-1144
• SURVEYING AND MAPPING BUSINESS: LB 7434
• PROFESSIONAL ENGINEERING SERVICES: C.A. 27840

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Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
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Total				24429.30	406.96	304.98	101.98<Cut>

SEE SHEET 15B FOR SECTIONS

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DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

POLK COUNTY
Roadway Improvements

NO	DATE	REVISIONS
1	2/9/2024	
2	11-13-24	
3	03-26-24	
4	05-08-24	
5	07-22-24	
6	11-05-24	

CHARLES R. WICKHAM, P.E. LICENSE #58115 DATE

FLOODPLAIN IMPACT AND COMPENSATION PLAN

KNIGHTS LANDING PHASE TWO POLK COUNTY, FL

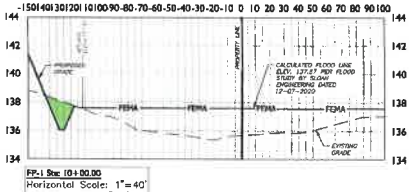
ECON
ENGINEERING & SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION NUMBER: EB 0000000
1234 S. Lakeland, Florida 33813
PHONE: (863) 000-0000 FAX: (863) 000-0000
PLANNING AND MAPPING BUSINESS: LB 0000
PROFESSIONAL ENGINEERING SERVICES: C0000000

SHEET
15A

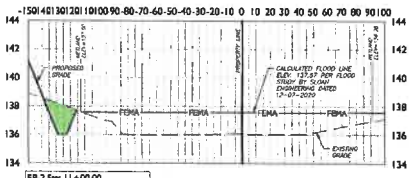
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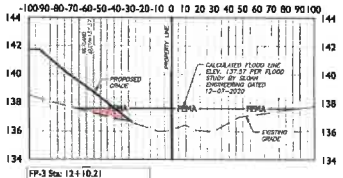
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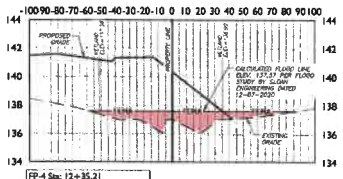
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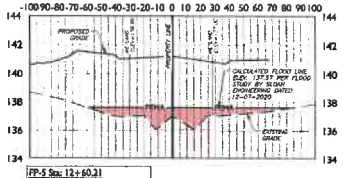
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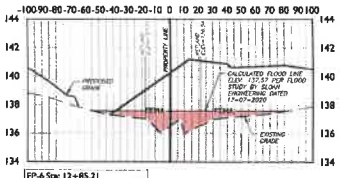
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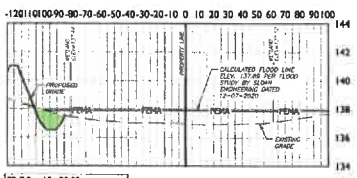
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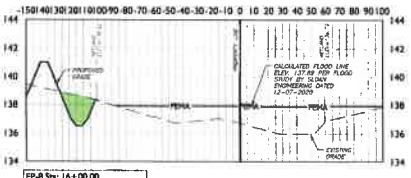
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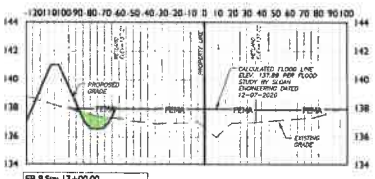
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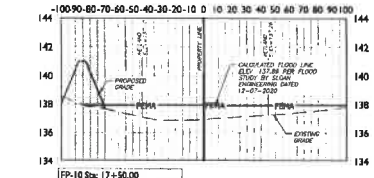
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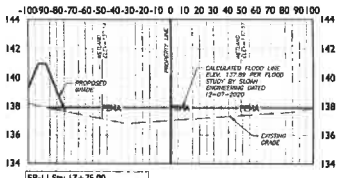
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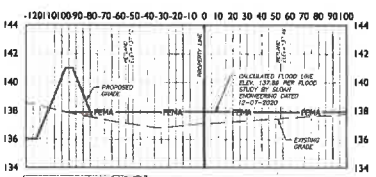
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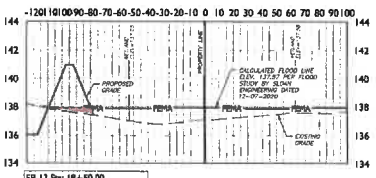
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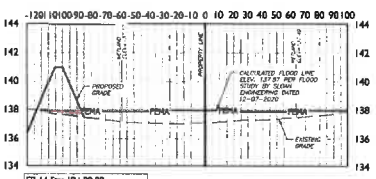
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FP-12 Sta: 18+00.00
Horizontal Scale: 1"=40'
Vertical Scale: 1"=4'



FP-13 Sta: 18+50.00
Horizontal Scale: 1"=40'
Vertical Scale: 1"=4'



FP-14 Sta: 19+00.00
Horizontal Scale: 1"=40'
Vertical Scale: 1"=4'

FLOODPLAIN IMPACT AREA

FLOODPLAIN COMPENSATION AREA

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

POLK

NO.	DATE	REVISIONS	BY
1	12-15-23	ADDED NOTE AND UPDATED PER COMMENTS	JC
2	03-26-24	ADDED POWER & DRAINAGE PER COMMENTS	JC
3	05-06-24	ADDED RIDGE ROAD DRAINAGE & REVISED PER COMMENTS	JC
4	07-03-24	ADDED RIDGE ROAD COUNTY COMMENTS	JC
5	12-03-24	REVISED PER COUNTY COMMENTS	JC

Modified: 12/19/2024 12:55:21 PM

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CHARLES R. SPOONER, P.E. LICENSE #66615 DATE

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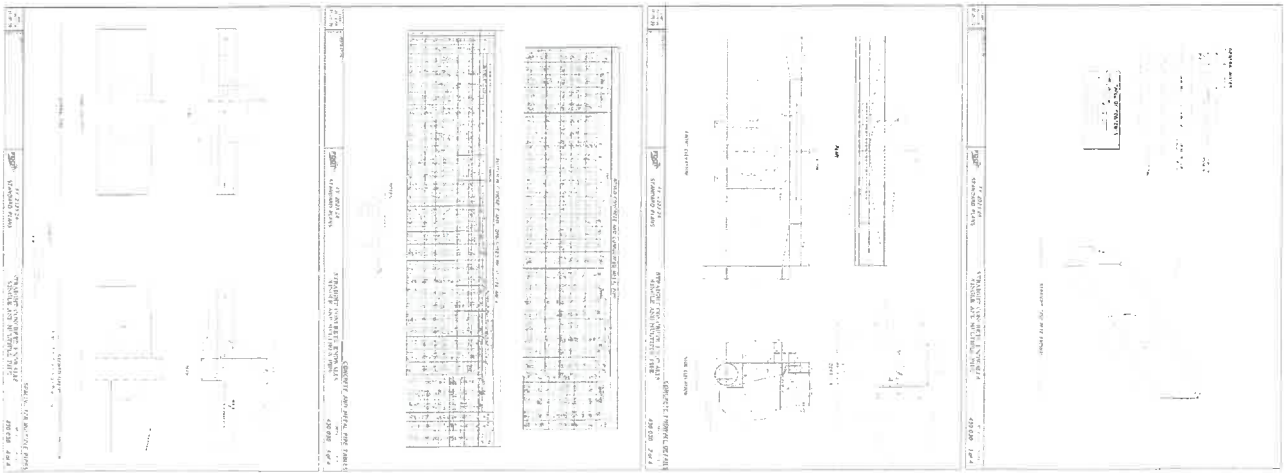
FLOODPLAIN IMPACT AND COMPENSATION PLAN 2

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

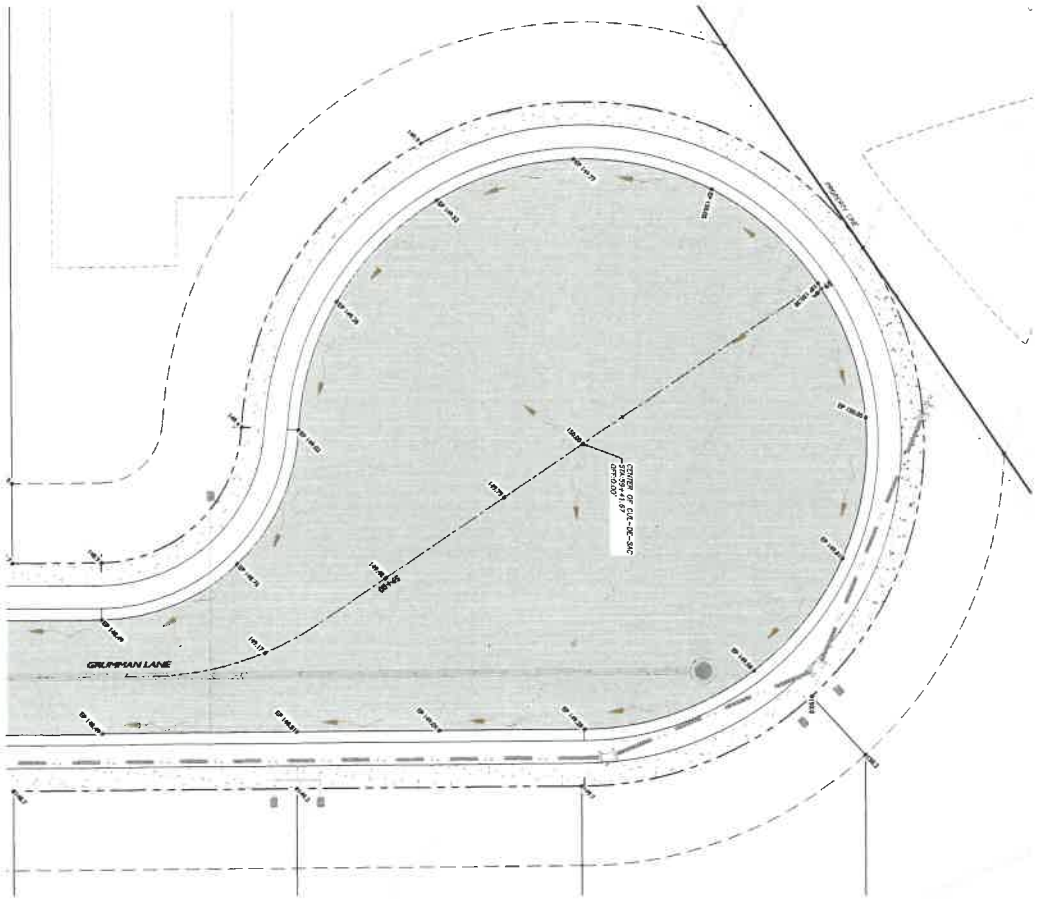
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3600 Avalon Park East Blvd., Suite 307
Orlando, Florida 32828
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SHEET
15B

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ENLARGED CUL-DE-SAC PLAN



SCALE: 1" = 10'

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

NOT VALID UNLESS PHYSICALLY, DIGITALLY, OR ELECTRONICALLY SIGNED AND SEALED

NOT CONSIDERED FINAL UNTIL ALL AGENCY PERMITS ARE RELEASED AND APPROVED FOR CONSTRUCTION

CHARLES R. BROOKER, P.E. LICENSE #86615 DATE

DATE	NO	REVISIONS
06/27/23	4	REVISE WETLAND IMPACTS
11-13-23	5	ADD POST BASEBALL DETAILS
03-26-24	6	REVISE PONDS & GEO-LOOPS PER COMMENTS
05-08-24	7	REVISE WETLAND BUFFER & REVISE PER POLK COUNTY COMMENTS
07-22-24	8	REVISE PER POLK COUNTY COMMENTS
11-11-24	9	REVISE MAI CONNECTION PER SECTION COMMENTS
12-03-24	10	REVISE ARVAT DIRECTIONAL SIGNS PER LOCALITY COMMENTS

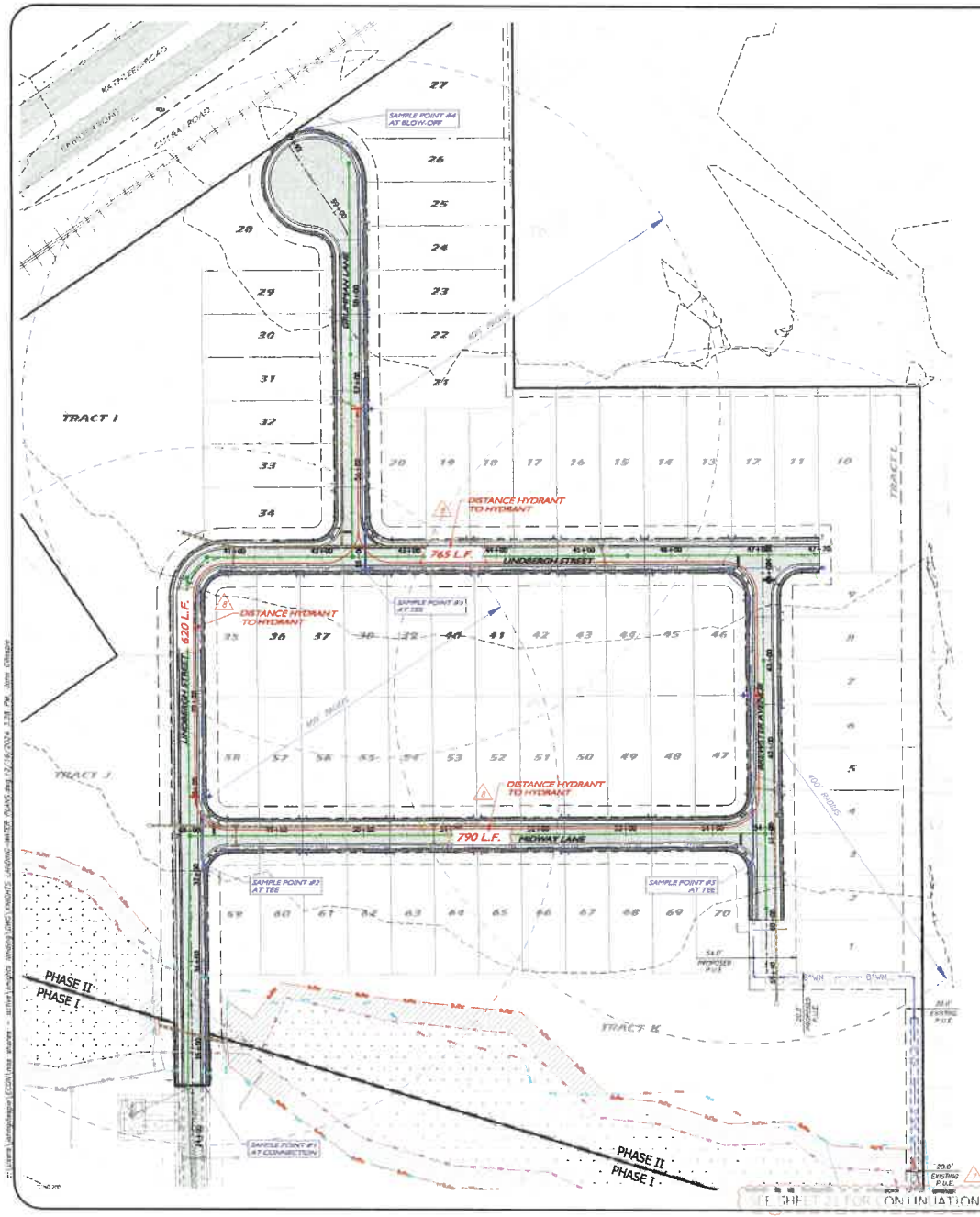
ECON
ENGINEERS, SURVEYORS, PLANNERS
6700 South Florida Avenue,
Suite 6, Lakeland, Florida 33813
(863)686-0549 • FAX: (863) 680-1434
• SURVEYING AND MAPPING BUSINESS - LB 7454
• PROFESSIONAL ENGINEERING SERVICES - CA#29683

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

ENLARGED CUL-DE-SAC PLAN

SHEET 16

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WATER / SEWER CLEARANCE REQUIREMENTS

1. VERTICAL CLEARANCE AT CROSSING. GRAVITY SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER JOINTS AND WATER JOINTS WILL BE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN 10 FEET BETWEEN ANY TWO JOINTS WHERE THE MINIMUM 12-IN SEPARATION CANNOT BE MAINTAINED ONE OF THE FOLLOWING METHODS OF PROTECTION SHALL BE UTILIZED:

   A. THE WATER MAIN SHALL BE INSTALLED WITH D.I.P. FOR 20 FEET CENTERED ON THE CROSSING (10-FT. LINEAR SEPARATION BETWEEN JOINTS);

   B. THE SEWER SHALL BE RECEIVED AND CONSTRUCTED EQUAL TO WATER PIPE, AND SHALL BE PRESSURE TESTED AT 150 PSI TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING; OR

   C. EITHER THE WATER MAIN OR THE SEWER LINE MAY BE ENCASED IN A WATERTIGHT CARRIER PIPE WHICH EXTENDS 10 FEET ON BOTH SIDES OF THE CROSSING, MEASURED PERPENDICULAR TO THE WATER MAIN. THE CARRIER PIPE SHALL BE OF MATERIALS APPROVED BY THE DEPARTMENT FOR USE IN WATER MAIN CONSTRUCTION.

2. ONE OF THESE METHODS SHALL ALSO BE UTILIZED WHEN THERE IS NO ALTERNATIVE TO SEWER CROSSING OVER WATER MAINS. IN SUCH INSTANCES, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO MAINTAIN LINE AND GRADE. HORIZONTAL SEPARATION BETWEEN PARALLEL LANES GRAVITY SEWERS SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTAL FROM ANY EXISTING OR PROPOSED WATER MAIN. THE DISTANCE SHALL BE MEASURED EDGED TO EDGE. IN CASES WHERE IT IS NOT PRACTICAL TO MAINTAIN A 10-FT SEPARATION, THE WATER MAIN SHALL BE INSTALLED IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER AND AT AN ELEVATION SO THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE THE TOP OF THE SEWER, AND THE WATER AND SEWER JOINTS SHALL BE STAGGERED.

3. IF IT IS IMPOSSIBLE TO OBTAIN PROPER HORIZONTAL AND VERTICAL SEPARATION AS DESCRIBED, BOTH THE WATER MAIN AND SEWER MUST BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT PIPE COMPLYING WITH PUBLIC WATER SUPPLY DESIGN STANDARDS OF THE DEPARTMENT AND BE PRESSURE TESTED TO 150 PSI TO ASSURE WATERTIGHTNESS BEFORE BACKFILLING.

4. SANITARY SEWER FORCE MAIN CLEARANCE THERE SHALL BE AT LEAST 10 FEET HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER FORCE MAINS. THERE SHALL BE AN 12 INCH VERTICAL SEPARATION AT CROSSINGS. AT CROSSINGS, ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE.

EXISTING UTILITIES NOTE

A. THE CONTRACTOR SHALL ENSURE THAT ALL EXISTING UTILITIES IN THE AREAS OF WORK ARE LOCATED IN ACCORDANCE WITH SUNSHINE STATE ONE CALL REGULATIONS, FLORIDA STATUTES CHAPTER 556, "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT." THE CONTRACTOR IS RESPONSIBLE FOR SUBSURFACE VERIFICATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL UTILIZE DUE CARE AT ALL TIME WHEN PERFORMING EXCAVATIONS AS UTILITY LOCATES ARE NOT EXACT IN NATURE.

B. IF UTILITIES ARE TO REMAIN IN PLACE, THE CONTRACTOR SHALL PROVIDE ADEQUATE MEANS OF PROTECTION.

C. SHOULD UNCHARTED OR INCORRECTLY CHARTED PIPING OR OTHER UTILITIES BE ENCOUNTERED DURING EXCAVATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESOLVING THE UTILITY CONFLICTS TO POLK COUNTY'S SATISFACTION.

D. ALL COSTS FOR REPAIRING DAMAGES TO PROPERLY LOCATED POLK COUNTY INFRASTRUCTURE OR OTHER UTILITIES SHALL BE THE CONTRACTOR'S RESPONSIBILITY IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 556, "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT."

E. POLK COUNTY SHALL NOT BE RESPONSIBLE FOR UNCHARTED OR INCORRECTLY CHARTED WATER, WASTEWATER, AND RECLAIMED WATER MAINS OR OTHER UTILITIES AS RECORD DRAWINGS ARE NOT TO BE CONSIDERED TOTALLY REPRESENTATIVE OF SUBSURFACE CONDITIONS OR EXISTING INFRASTRUCTURE.

CONNECTION TO EXISTING SYSTEM TO BE PERFORMED IN THE FOLLOWING MANNER:

1. MATERIALS (VALVE, TEE, ETC.) SHOWN TO BE INSTALLED AT THE PROPOSED POINT OF CONNECTION SHALL BE INSTALLED BY THE CONTRACTOR AT THE DEVELOPER'S EXPENSE WITH POLK COUNTY UTILITIES OPERATIONS AND MAINTENANCE PERSONNEL PRESENT. POLK COUNTY UTILITIES OPERATIONS SHALL BE NOTIFIED AT LEAST 5 WORKING DAYS IN ADVANCE OF ANY WORK BEING DONE ON EXISTING POLK COUNTY UTILITIES. FOR PROJECT RELATED CONNECTIONS CONTACT THE LAND DEVELOPMENT INSPECTOR ASSIGNED TO THE PROJECT

2. THE CONTRACTOR SHALL CONSTRUCT THE PROPOSED POTABLE WATER DISTRIBUTION SYSTEM TO A POINT WITHIN ONE PIPE JOINT LENGTH OF THE PROPOSED POINT OF CONNECTION. THE PROPOSED SYSTEM WILL BE CAPPED, PRESSURE TESTED, CHLORINATED, FLUSHED AND BACTERIOLOGICALLY CHECKED.

3. UPON RECEIPT OF SATISFACTORY PRESSURE TEST AND BACTERIOLOGICAL TEST RESULTS AT COUNTY UTILITIES ADMINISTRATION, THE PROJECT MAY BE CONNECTED TO THE EXISTING SYSTEM. THE CONTRACTOR CONTACT THE LAND DEVELOPMENT INSPECTOR FIVE WORKING DAYS PRIOR TO MAKING CONNECTION. UTILITIES OPERATIONS PERSONNEL MUST INSPECT THE CONNECTION BEING DONE. AT NO TIME SHALL THE CONTRACTOR TAMPER WITH ANY PART OF THE EXISTING POTABLE WATER SYSTEM WITHOUT UTILITIES OPERATIONS CONSENT.

BURIED CONNECTION VALVE CANNOT BE OPENED AND EXPOSED UNTIL CLEARANCE IS ISSUED BY THE POLK COUNTY HEALTH DEPARTMENT.

NOTICE

CONTRACTOR RESPONSIBLE FOR FIELD LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.

CONTRACTOR RESPONSIBLE TO RESTORE R/W TO PRE-DEVELOPMENT CONDITIONS

PIPE FITTING NOTE

THE SIZE OF THE PIPE FITTINGS ON THE PLAN ARE SHOWN LARGER THAN THE ACTUAL SIZE AND ARE EXAGGERATED FOR CLARITY.

UNSUITABLE MATERIAL NOTE

WHERE MUCK, ROCK CLAY, AND/OR OTHER UNSUITABLE MATERIAL IS ENCOUNTERED WITHIN THE LIMITS OF CONSTRUCTION, THAT MATERIAL SHALL BE EXCAVATED AND BACKFILLED WITH SUITABLE MATERIAL.

UTILITY SEPARATION NOTE

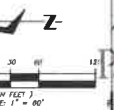
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EXISTING GAS MAIN NOTE

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LEGEND

- PROPERTY BOUNDARY
- PROPOSED SILT FENCE
- PROPOSED STORM DRAIN LINE
- PROPOSED SANITARY SEWER LINE
- SSCO — SANITARY SEWER SERVICE CLEAN OUT
- PIPE HYDRANT
- 147.5 — PROPOSED SPOT ELEVATION
- DIRECTIONAL FLOW ARROW
- WV — WATER
- ℄ — CENTER LINE
- EOP — EDGE OF PAVEMENT
- TELEPHONE MARKER OR BOX AS NOTED
- SB-1 — SOIL BORE LOCATION
- P-1 — PERCOLATION TEST LOCATION
- C.O. — ROOF DRAIN CLEAN OUT
- CONC. — CONCRETE
- SIGN
- 24" STOP BAR
- CONCRETE
- ASPHALT
- GRAVEL / RIP-RAP
- 139 — EXISTING CONTOUR
- OHE — EXISTING OVERHEAD UTILITY LINES
- UE — EXISTING UNDERGROUND ELECTRIC SERVICE — VERIFY EXACT LOCATION WITH POWER COMPANY BEFORE INSTALLING
- SD — EXISTING STORM DRAIN LINE
- W — EXISTING WATER MAIN LINE
- SS — EXISTING SANITARY SEWER LINE
- GAS — EXISTING GAS MAIN (SEE NOTES)
- WPP — EXISTING UTILITY POLE
- EXISTING GUY WIRE
- X 139.13 — EXISTING SPOT ELEVATION
- EXISTING STORM DRAIN MANHOLE
- EXIST. — EXISTING

WATERMAIN NOTES

1. THE CONTRACTOR SHALL FULLY REMOVE THE MUCK, SOIL AND REPLACE WITH CLEAN SAND(SP, SW) MEETING STRUCTURAL BACKFILL REQUIREMENTS OF 12E OR LESS FINES PASSING THE #200 SIEVE AND CONTAIN LESS THAN 5% ORGANICS.
2. ALTHOUGH AN AIR RELEASE VALVE IS NOT CALLED FOR IN THE DESIGN PLANS, IF CONSTRUCTION OF THE WATER MAIN CREATES A HIGH POINT AN APV WILL BE REQUIRED.

WATER SERVICES NOTE:

WATER SERVICES ON THE PLAN ARE SHOWN EXAGGERATED FOR CLARITY. ALL SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH POLK COUNTY UTILITIES SPECIFICATIONS.

CONTRACTOR RESPONSIBLE FOR A CLEAN AND SECURE SITE AT ALL TIMES, TEMPORARY FENCE, ETC.

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CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

POLK COUNTY

REVISIONS	DATE	NO
ADDRESS ENGINEER'S COMMENTS	11-13-23	5
ADDRESS ENGINEER'S COMMENTS	03-26-24	6
ADDRESS POLK COUNTY COMMENTS	05-23-24	7
ADDRESS POLK COUNTY COMMENTS	11-11-24	8
ADDRESS NEW CONNECTION FEE RESTRICTION COMMENTS	12-03-24	9
PROVIDE COPY OF DIRECTIONAL SIGNS PER COUNTY COMMENTS	12-18-24	10
ADDRESS NEW CONNECTION FEE RESTRICTION COMMENTS	12-18-24	11

CHARLES R. BRACKNELL, JR., FLORIDA REG. NO. 66258 DATE 12/18/24
NOT VALID UNLESS ELECTRONICALLY SIGNED AND SEALED
NOT ENGINEERING DRAWINGS ALL ABOVE PERMITS
NOT VALID UNLESS PHYSICALLY SIGNED AND SEALED
REF. NGVD UNLESS OTHERWISE NOTED
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ENGINEER ON THE DATE ADJACENT THERETO. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

OVERALL WATERMAIN PLAN

KNIGHTS LANDING PHASE TWO POLK COUNTY, FL

ECON
ENGINEERING SERVICES, LLC
1856 E. LANDSTREET ROAD, ORLANDO, FL 32824
(407) 855-3900 • FAX (407) 855-3959
CERTIFICATE OF AUTHORIZATION #28868
PROFESSIONAL ENGINEERING SERVICES - CIVIL

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ENGINEER ON THE DATE ADJACENT HEREON. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED UNLESS DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

SHEET 17

c:\Users\LaingBeagle.ECON\nas shares - active\knights landing\DWG\KNIGHTS LANDING-WATER PLANS.dwg 12/16/2024 3:28 PM, John Gillespie

NOTICE

CONTRACTOR TO EXPOSE TIE-IN LINE. CAUTION DURING EXCAVATION IN THE AREA OF THE EXISTING TILE LINE.

DEWATERING NOTE

ANY DEWATERING SYSTEM USED BY THE CONTRACTOR SHALL BE DESIGNED AND PERMITTED BY A FLORIDA REGISTERED ENGINEER. DEWATERING SHALL BE CONSTRUCTED IN SUCH A MANNER AS TO AVOID ANY DISTURBANCE TO ADJACENT PROPERTIES. ANY DEWATERING SYSTEM SHALL BE DESIGNED, CONSTRUCTED AND OPERATED IN SUCH A MANNER AS TO PREVENT ANY DISTURBANCE TO EXISTING UTILITIES, ROADWAYS, SIDEWALKS, BUILDINGS, OR ANY OTHER IMPROVEMENTS. THE DEWATERING SYSTEM SHALL BE OPERATED IN SUCH A MANNER AS TO PREVENT ANY SILTATION OR DISCOLORATION OF ANY EXISTING LAKE, POND, STREAM, WETLAND, OR OTHER SURFACE WATER BODY. ANY SILTATION OR DISCOLORATION CAUSED BY THE DEWATERING SYSTEM SHALL BE IMMEDIATELY CORRECTED BY THE CONTRACTOR. THE DEWATERING SYSTEM SHALL BE OPERATED IN SUCH A MANNER AS TO PREVENT ANY DISTURBANCE TO EXISTING SANITARY SEWER PIPES. THE DEWATERING SYSTEM SHALL BE OPERATED IN SUCH A MANNER AS TO PREVENT ANY VOIDS, SINKHOLES OR SETTLEMENT FROM OCCURRING IN THE TRENCH BOTTOM OR ADJACENT AREAS. ANY VOIDS, SINKHOLES OR SETTLEMENT THAT DO OCCUR SHALL BE IMMEDIATELY FILLED WITH SUITABLE MATERIAL AND COMPACTED TO THE SATISFACTION OF THE ENGINEER. THE DEWATERING SYSTEM SHALL BE CLOSELY MONITORED BY THE CONTRACTOR TO PREVENT ANY OF THE ABOVE-REFERENCED FAILURES. IN THE EVENT OF A FAILURE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND SHALL NOT RESUME DEWATERING OPERATIONS UNTIL AUTHORIZED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM A FAILURE OF THE DEWATERING SYSTEM.

UTILITY SEPARATION NOTE

DRIVEWAYS, ENTRANCES, SIGNS, FENCES, WALLS AND STRUCTURES MUST BE LOCATED SUCH THAT THEY DO NOT INTERFERE WITH SIGHT DISTANCES FROM POLK COUNTY PUBLIC ROADS AND INTERSECTING ROADS AND ENSURE THAT SIGHT DISTANCES, TRAFFIC CONTROL DEVICES AND ACCESS ARE NOT AFFECTED.

CONTRACTOR RESPONSIBLE TO RESTORE R/W TO PRE-DEVELOPMENT CONDITIONS

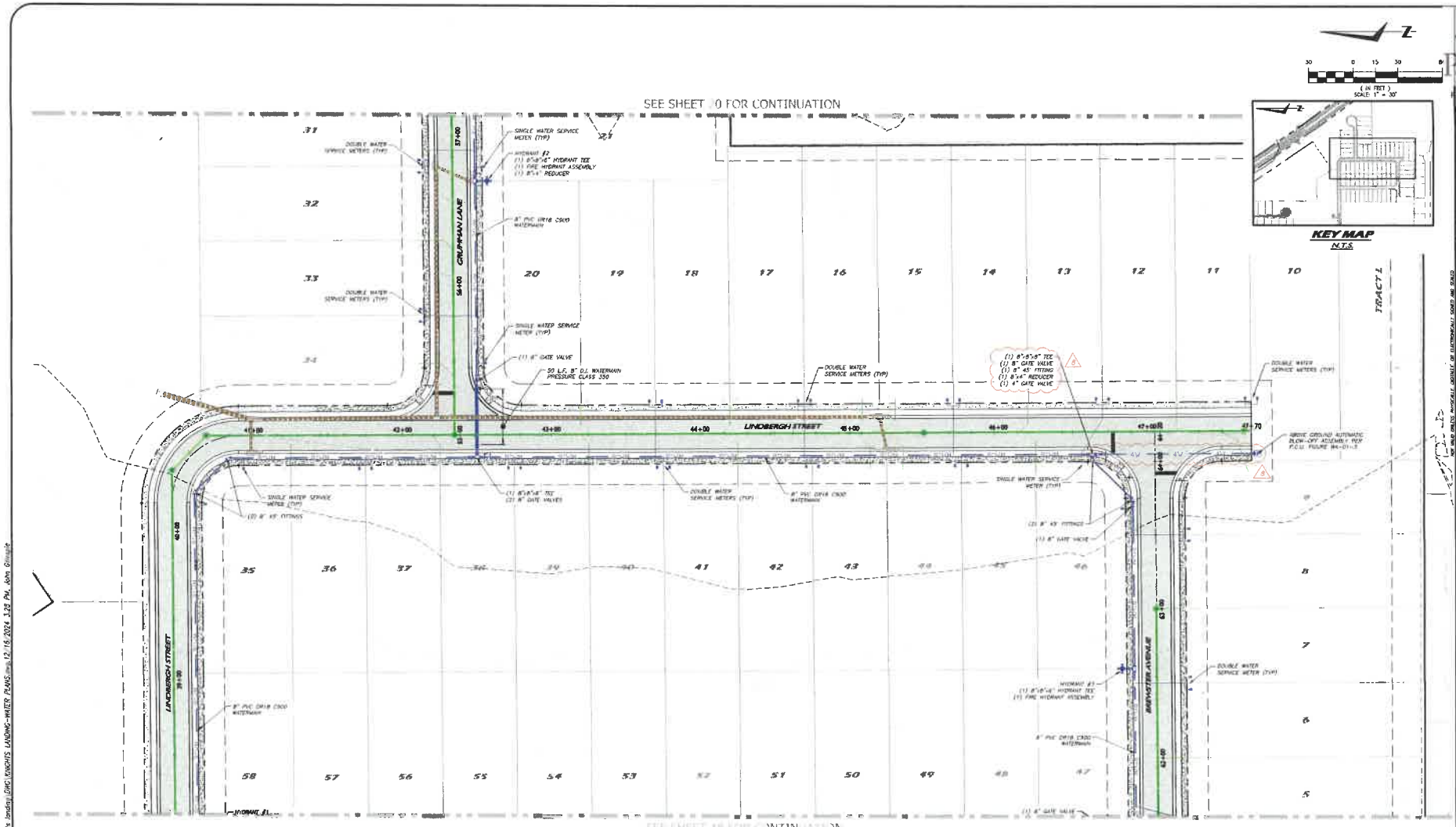
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EXISTING UTILITIES NOTES

1. THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL ABOVE GROUND AND BELOW GROUND UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT. CONTACT UTILITY LOCATION SERVICE. CONTRACTOR SHALL DIAL 811 OR CALL UTILITY LOCATION SERVICE AT LEAST 48 HOURS BUT NOT MORE THAN 5 BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO EXISTING UTILITIES CAUSED BY CONSTRUCTION ACTIVITIES.
2. IF, IN THE OPINION OF THE CONTRACTOR, ANY CONFLICTS OCCUR SO THAT DESIGN MAY BE AFFECTED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
3. IT IS UNDERSTOOD AND AGREED THAT EACH CONTRACTOR WORKING WITHIN (AND, AT ANY TIME, ENTERING) THE LIMITS OF THE PROJECT MUST ASSUME FULL RESPONSIBILITY FOR THE COST OF REPAIR OF ANY DAMAGE TO UTILITIES OR OTHER IMPROVEMENTS CAUSED BY THE CONTRACTOR'S OPERATIONS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY DAMAGE TO UNDERGROUND UTILITIES, AS WELL AS ANY DAMAGE TO ABOVE GROUND IMPROVEMENTS SUCH AS ROADWAYS, SIDEWALKS, DRIVEWAYS, ETC. ALSO BE ADVISED THAT EACH CONTRACTOR WORKING WITHIN (AND, AT ANY TIME, ENTERING) THE LIMITS OF THE PROJECT MUST ASSUME FULL RESPONSIBILITY FOR THE COST OF REPAIR OF ANY DAMAGE TO UTILITIES OR OTHER IMPROVEMENTS CAUSED BY THE CONTRACTOR'S OPERATIONS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY DAMAGE TO UNDERGROUND UTILITIES, AS WELL AS ANY DAMAGE TO ABOVE GROUND IMPROVEMENTS SUCH AS ROADWAYS, SIDEWALKS, DRIVEWAYS, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM A FAILURE OF THE DEWATERING SYSTEM. THE CONTRACTOR'S FAILURE TO KEEP THE EXCAVATION FREE OF WATER SHALL BE CAUSE FOR THE ENGINEER TO WITHHOLD THE ISSUANCE OF A CITATION PER CHAPTER 556 FLORIDA STATUTE.

WATERMAIN NOTES

1. THE CONTRACTOR SHALL FULLY PERFORM THE MASS SOIL AND PERFORM WITH ALL APPLICABLE REQUIREMENTS OF THE FDEP "RULES PERTAINING TO THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC WATER SYSTEMS" AND ALL APPLICABLE REQUIREMENTS OF THE FDEP "RULES PERTAINING TO THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC WASTEWATER SYSTEMS" AND ALL APPLICABLE REQUIREMENTS OF THE FDEP "RULES PERTAINING TO THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC REUSE SYSTEMS" AND ALL APPLICABLE REQUIREMENTS OF THE FDEP "RULES PERTAINING TO THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC DRINKING



✳ NOTICE ✳

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CONTRACTOR TO COMPLY WITH OSHA'S STANDARDS 29 CFR PART 1926, SUBPART CC FOR VERTICAL & HORIZONTAL CLEARANCES TO THE OVERHEAD DISTRIBUTION AND TRANSMISSION LINES

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UTILITY NOTE

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CALL 48 HOURS BEFORE YOU DIG
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DIAL 811

811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

NO	DATE	REVISIONS
1	7/13/23	ADD POST ORIGINAL DETAILS
2	8/3/23	ADD WATER SERVICES NOTE
3	08/28/23	REVISED WATER & SEWER PER COMMENTS
4	09/25/23	REVISED PER POLK COUNTY COMMENTS
5	11/17/23	REVISED PER CONNECTION AND ASSISTANCE COMMENTS
6	12/05/23	ADDED NOTE ON CONSTRUCTION PLANS
7	12/21/23	ADDED WATER AND SEWER NOTES PER COUNTY COMMENTS

CHARLES E. BROWN, JR., P.E. LICENSE NUMBER 61615 DATE
ADOT CONSIDERED ELECTRONICALLY SIGNED AND SEALED AND FINGERPRINTS STORED IN THE ADOT DOCUMENT REPOSITORY
NOT VALID UNLESS PHYSICALLY SIGNED BY OR ELECTRONICALLY SIGNED AND SEALED. SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

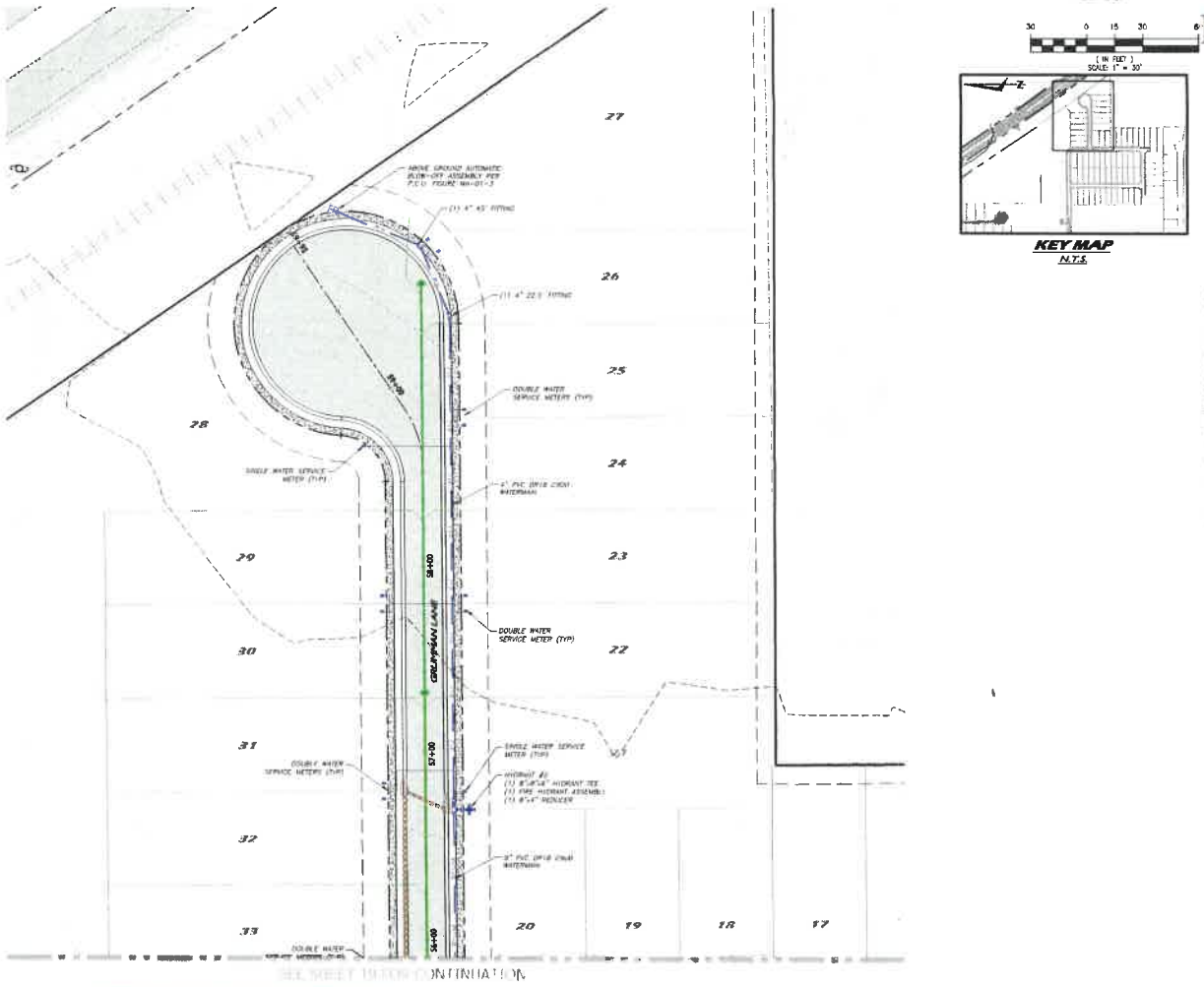
ENLARGED WATERMAIN PLAN 2

KNIGHTS LANDING PHASE TWO POLK COUNTY, FL

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ECON
ENGINEERING • SURVEYING • PLANNING
CERTIFICATE OF AUTHORIZATION NUMBER: EB 0000 2849
Suite 4, Lakeland, Florida 33813
• CLEARING AND GRADING PERMITS • SITE PLANS
• PLATTING AND MAPPING SERVICES • CAD/MAP

SHEET 19



KEY MAP
N.T.S.

30 0 15 30 60
(IN FEET)
SCALE: 1" = 30'

NOTICE

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SUNSHINE STATE ONE CALL OF FLORIDA, INC

POLK COUNTY
Bodied Issue
2/19/2025 08:01 AM

REVISIONS	DATE	NO
PER POLK COUNTY COMMENTS DATED 03/14/24	04/15/24	1
REVISE PLANS & RESUBMIT	05/13/24	2
PER 05/16/24 MEETING W/ BENCHMARK ENG.	05/16/24	3
PER POLK COUNTY COMMENTS DATED 06/20/24	06/20/24	4
PER POLK COUNTY COMMENTS DATED 07/31/24	07/31/24	5
PER POLK COUNTY COMMENTS DATED 10/15/24	10/15/24	6
PER POLK COUNTY COMMENTS DATED 12/16/24	12/16/24	7

AS-BUILT NOTES: THESE PLANS WERE PREPARED FOR CONSTRUCTION PURPOSES. ALL CHANGES DURING CONSTRUCTION ARE REQUIRED TO BE NOTED ON THESE PLANS BY THE CONTRACTOR.

CHARLES K. [illegible], P.E. LICENSE #[illegible] DATE

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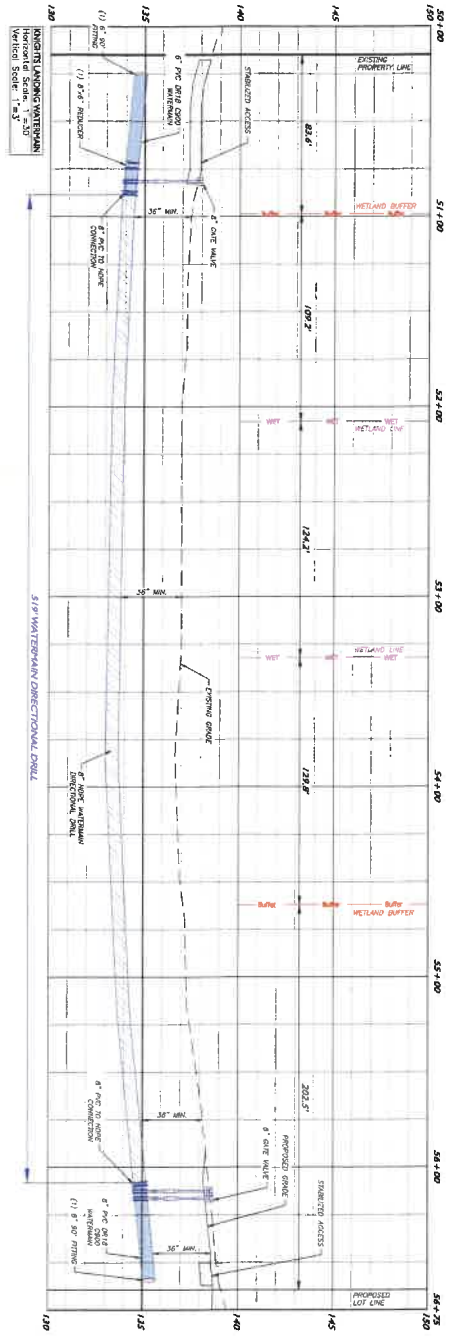
ECON
ENGINEERING CONSULTANTS OF NORTH FLORIDA, INC.
CERTIFICATE OF AUTHORIZATION #30000
3140 S. LAKELAND, FLORIDA 33803
PHONE: (863) 619-1144
SURVEYING AND MAPPING BUSINESS - LB #464
PROFESSIONAL ENGINEERING SERVICES - CA #464

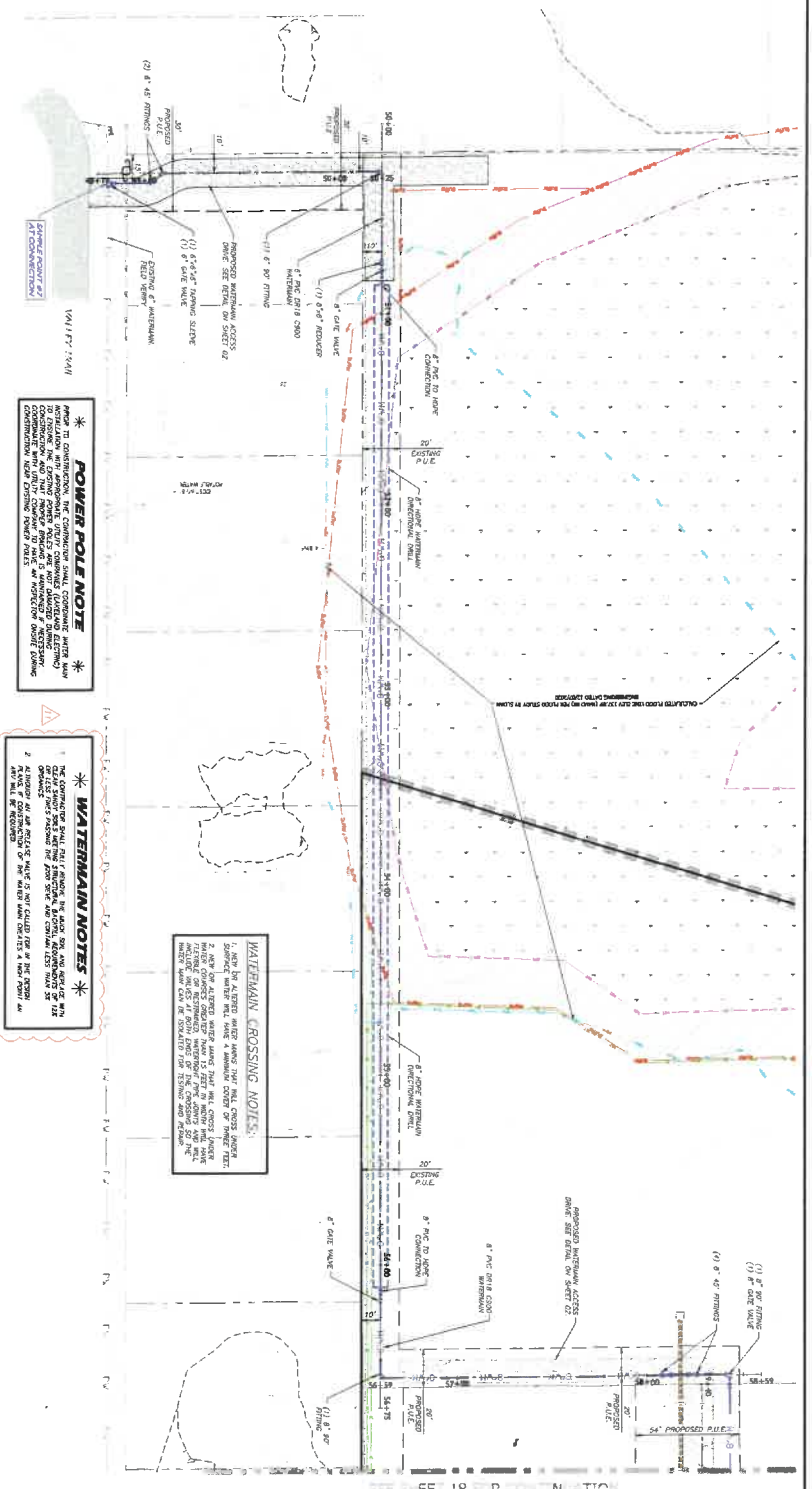
KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

ENLARGED WATERMAIN PLAN 3

SHEET 20

C:\Users\admin\Desktop\ECON mss shares - active knights landing\DWG\KNIGHTS LANDING-WATER PLANS.dwg 12/16/2024 3:28 PM, John Gilmore





*** POWER POLE NOTE ***

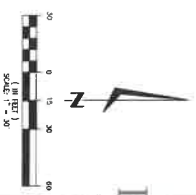
PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE WATERMAIN INSTALLATION WITH APPROPRIATE VIRTUS, CHAMPIONS, CLEVELAND ELECTRIC ILLUMINATING, AND THAT POWER BRACING IS MAINTAINED IF NECESSARY DURING CONSTRUCTION. NOTIFY EXISTING POWER POLE OWNER PRIOR TO ANY EXCAVATION OR CONSTRUCTION WORK DURING WHICH THE STABILITY OF AN INSPECTION MAY BE COMPROMISED.

*** WATERMAIN NOTES ***

1. ALL PVC WATERMAIN SHALL BE DR18 C900 PIPE.
2. ALL HDPE WATERMAIN SHALL BE DR11 PIPE.
3. ALL WATERMAIN SHALL HAVE A MINIMUM COVER OF 36" UNLESS OTHERWISE NOTED.
4. ALL WATERMAIN SHALL BE INSTALLED WITH A MINIMUM OF 10' HORIZONTAL CLEAR SPACE AND 18" VERTICAL CLEAR SPACE FROM ALL STORM, SANITARY, AND OTHER UTILITIES. WHERE THESE SEPARATIONS CANNOT BE MAINTAINED, THE WATERMAIN SHALL BE ENCASED IN CONCRETE FOR A MINIMUM DISTANCE OF 10' ON EACH SIDE OF THE CROSSING.
5. ALL WATERMAIN SHALL BE INSTALLED WITH A MINIMUM OF 3' HORIZONTAL CLEAR SPACE FROM ALL STORM, SANITARY, AND OTHER UTILITIES. WHERE THESE SEPARATIONS CANNOT BE MAINTAINED, THE WATERMAIN SHALL BE ENCASED IN CONCRETE FOR A MINIMUM DISTANCE OF 10' ON EACH SIDE OF THE CROSSING.
6. ALL WATERMAIN SHALL BE INSTALLED WITH A MINIMUM OF 18" VERTICAL CLEAR SPACE FROM ALL STORM, SANITARY, AND OTHER UTILITIES. WHERE THESE SEPARATIONS CANNOT BE MAINTAINED, THE WATERMAIN SHALL BE ENCASED IN CONCRETE FOR A MINIMUM DISTANCE OF 10' ON EACH SIDE OF THE CROSSING.
7. ALL WATERMAIN SHALL BE INSTALLED WITH A MINIMUM OF 3' HORIZONTAL CLEAR SPACE FROM ALL STORM, SANITARY, AND OTHER UTILITIES. WHERE THESE SEPARATIONS CANNOT BE MAINTAINED, THE WATERMAIN SHALL BE ENCASED IN CONCRETE FOR A MINIMUM DISTANCE OF 10' ON EACH SIDE OF THE CROSSING.
8. ALL WATERMAIN SHALL BE INSTALLED WITH A MINIMUM OF 18" VERTICAL CLEAR SPACE FROM ALL STORM, SANITARY, AND OTHER UTILITIES. WHERE THESE SEPARATIONS CANNOT BE MAINTAINED, THE WATERMAIN SHALL BE ENCASED IN CONCRETE FOR A MINIMUM DISTANCE OF 10' ON EACH SIDE OF THE CROSSING.
9. ALL WATERMAIN SHALL BE INSTALLED WITH A MINIMUM OF 3' HORIZONTAL CLEAR SPACE FROM ALL STORM, SANITARY, AND OTHER UTILITIES. WHERE THESE SEPARATIONS CANNOT BE MAINTAINED, THE WATERMAIN SHALL BE ENCASED IN CONCRETE FOR A MINIMUM DISTANCE OF 10' ON EACH SIDE OF THE CROSSING.
10. ALL WATERMAIN SHALL BE INSTALLED WITH A MINIMUM OF 18" VERTICAL CLEAR SPACE FROM ALL STORM, SANITARY, AND OTHER UTILITIES. WHERE THESE SEPARATIONS CANNOT BE MAINTAINED, THE WATERMAIN SHALL BE ENCASED IN CONCRETE FOR A MINIMUM DISTANCE OF 10' ON EACH SIDE OF THE CROSSING.

WATERMAIN CROSSING NOTES:

1. NEW OR ALTERED WATER MAINS THAT WILL CROSS UNDER SURFACE WATER THAT HAVE A MINIMUM COVER OF THREE FEET.
2. NEW OR ALTERED WATER MAINS THAT WILL CROSS UNDER WETLANDS OR REPAIRED WATERFRONT PIPE JOINTS AND VALVES FLEXIBLE OR RESTRAINED WATERFRONT PIPE JOINTS AND VALVES SHALL BE USED FOR THE PIPE WITHIN THE WETLANDS. THE WATER MAIN CAN BE ISOLATED FOR TESTING AND REPAIR.



CONTRACTOR RESPONSIBLE FOR FIELD LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION

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Sunshine 811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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NOT CONSIDERED FINAL UNTIL ALL AGENCY PERMITS ARE RELEASED AND APPROVED FOR CONSTRUCTION

CHARLES R. BROOKS, P.E. LICENSE #66615 DATE

DATE	NO	REVISIONS
11-13-23	5	ADD ROCK SHEWALL DETAILS
03-26-24	6	REVISE POWER & CROSSING PER COMMENTS
05-06-24	7	REVISE WETLAND BUFFER & REVISE HDD
07-22-24	8	REVISE PER POLK COUNTY COMMENTS
11-11-24	9	REVISE WM CONNECTION PER DISTRICT COMMENTS
12-03-24	10	REMOVE AIR AT DIRECTIONAL BORE PER COUNTY COMMENTS
12-16-24	11	ADD WM PERMAN NOTES PER COUNTY COMMENTS

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• SURVEYING AND MAPPING BUSINESS - LB 7454
• PROFESSIONAL ENGINEERING SERVICES - CAN4689

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

WATERMAIN DIRECTIONAL DRILL PLAN AND PROFILE

SHEET 21

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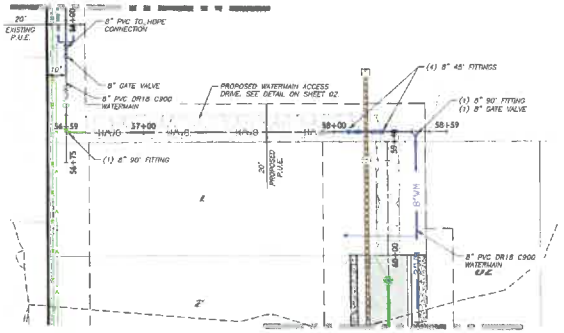
WATERMAIN NOTES

1. THE CONTRACTOR SHALL FULLY REMOVE THE MUCK SOIL AND REPLACE WITH SUITABLE SANDY SOILS MEETING STRUCTURAL BACKFILL REQUIREMENTS OF 12% OR LESS FINES PASSING THE #200 SIEVE AND CONTAIN LESS THAN 5% ORGANICS.
2. ALTHOUGH AN AIR RELEASE VALVE IS NOT CALLED FOR IN THE DESIGN PLANS, IF CONSTRUCTION OF THE WATER MAIN CREATES A HIGH POINT AN ARV WILL BE REQUIRED.

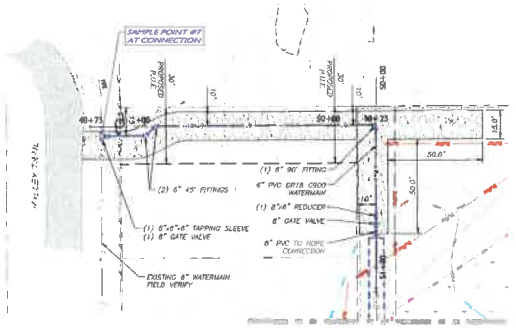
POWER POLE NOTE

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE WATER MAIN INSTALLATION WITH APPROPRIATE UTILITY COMPANIES (LAKELAND ELECTRIC) TO ENSURE THE EXISTING POWER POLES ARE NOT DAMAGED DURING CONSTRUCTION AND THAT PROPER BRACING IS MAINTAINED IF NECESSARY. COORDINATE WITH UTILITY COMPANY TO HAVE AN INSPECTOR ONSITE DURING CONSTRUCTION NEAR EXISTING POWER POLES.

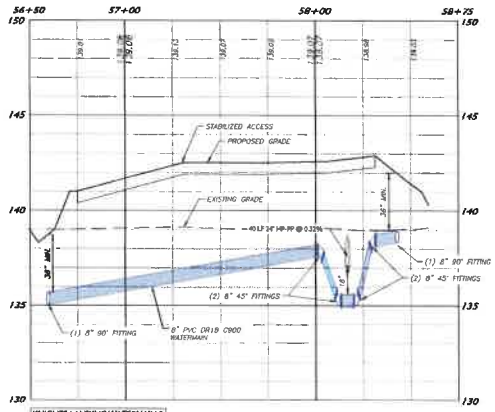
SEE SHEET 21 FOR CONTINUATION



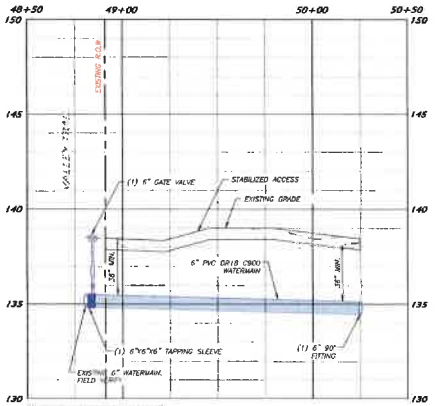
SEE SHEET 34 FOR CONTINUATION



SEE SHEET 21 FOR CONTINUATION



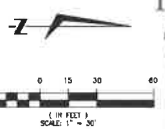
KNIGHTS LANDING WATERMAIN 2
Horizontal Scale: 1"=30'
Vertical Scale: 1"=3'



KNIGHTS LANDING WATERMAIN 3
Horizontal Scale: 1"=30'
Vertical Scale: 1"=3'

CONTRACTOR RESPONSIBLE FOR FIELD LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

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DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.



POLK COUNTY
Hadley Heights

NO	DATE	REVISIONS
1	11-13-23	ADD STREET ROADWAY DETAILS
2	12-13-23	REVISED WATERMAIN ALIGNMENT PER COMMENTS
3	12-18-23	REVISED WATERMAIN & SEWER PER COMMENTS
4	05-23-24	REVISED PER POLK COUNTY COMMENTS
5	11-11-24	REVISED PER CONSTRUCTION PLAN REVISION
6	12-03-24	REVISED PER COMMENTS FROM THE CONSTRUCTION
7	12-18-24	ADDED NEW CONSTRUCTION NOTES PER COUNTY COMMENTS

KEY MAP SHOWS APPROXIMATE LOCATION OF ELECTRONICALLY SIGNED AND SEALED PLAN SHEETS WITHIN THE PLAN SET. PLAN SHEETS MAY BE SIGNED AND SEALED INDIVIDUALLY OR COLLECTIVELY AS A SET.

CHARLES A. [illegible] LICENSE NUMBER [illegible] STATE OF FLORIDA

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ADDITIONS OR DELETIONS TO PLANS OR REPORTS BY OTHER THAN THE SIGNING ENGINEER OR COMPANY ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING ENGINEER OR COMPANY.

WATERMAIN PLAN AND PROFILE 2

KNIGHTS LANDING PHASE TWO POLK COUNTY, FL

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PROFESSIONAL ENGINEERING SERVICES - LC#4683
SURVEYING AND MAPPING BUSINESS - LB #7954
Suite 4, Lakeland, Florida 33813
863.619.1040 www.econfl.com

SHEET 22

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c:\Users\johnjillesse\ECON nas shares - active\knights landing\DWG\KNIGHTS LANDING-UTILITY DETAILS.dwg 12/3/2024 9:27 AM, John Gillespie

SHEET 23

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ENGINEERS | SURVEYORS | PLANNERS
6700 South Florida Avenue, Suite 4, Lakeland, Florida 33813
(863)668-2594 • Fax: (863) 680-1486
• SURVEYING AND MAPPING BUSINESS - LB 7456
• PROFESSIONAL ENGINEERING SERVICES - CA#29683

KNIGHTS LANDING
PHASE TWO
POLK COUNTY, FL

WATERMAIN DETAILS

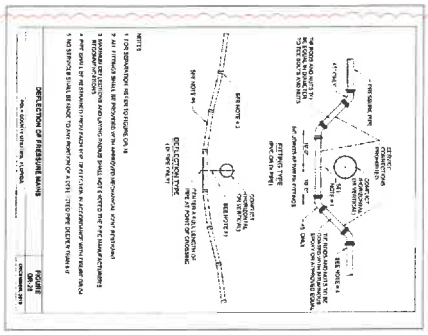
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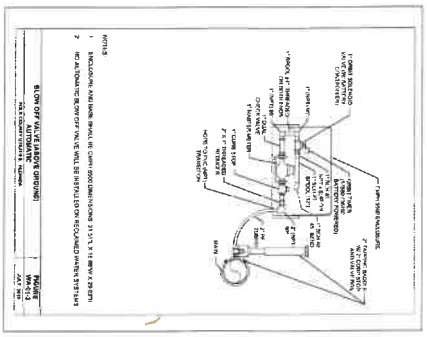
NOT CONSIDERED FINAL UNTIL ALL AGENCY PERMITS ARE RELEASED FOR CONSTRUCTION

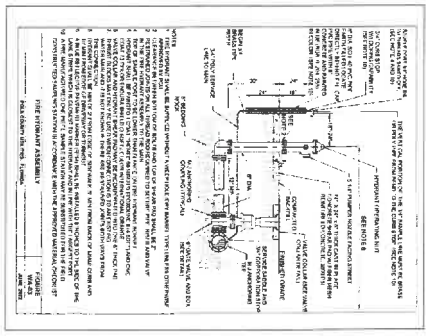
CHARLES R. BROOKER, P.E. LICENSE #86615 DATE

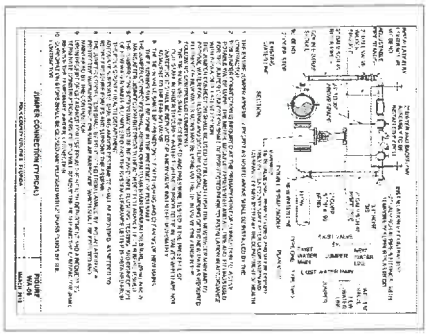
DATE	NO	REVISIONS
06-22-23	4	REVISE WETLAND IMPACTS
11-13-23	5	ADD FDOT SIDEWALK DETAILS
03-26-24	6	REVISE FDOT & SWFWMD PER COMMENTS
05-08-24	7	REVISE WETLAND BUFFER & REVISE PER [illegible]
07-22-24	8	REVISE PER POLK COUNTY COMMENTS
11-11-24	9	REVISE MH CONNECTION PER DISTRICT COMMENTS
12-03-24	10	REVISE AIRVAT DIRECTIONAL WORK PER COUNTY COMMENTS

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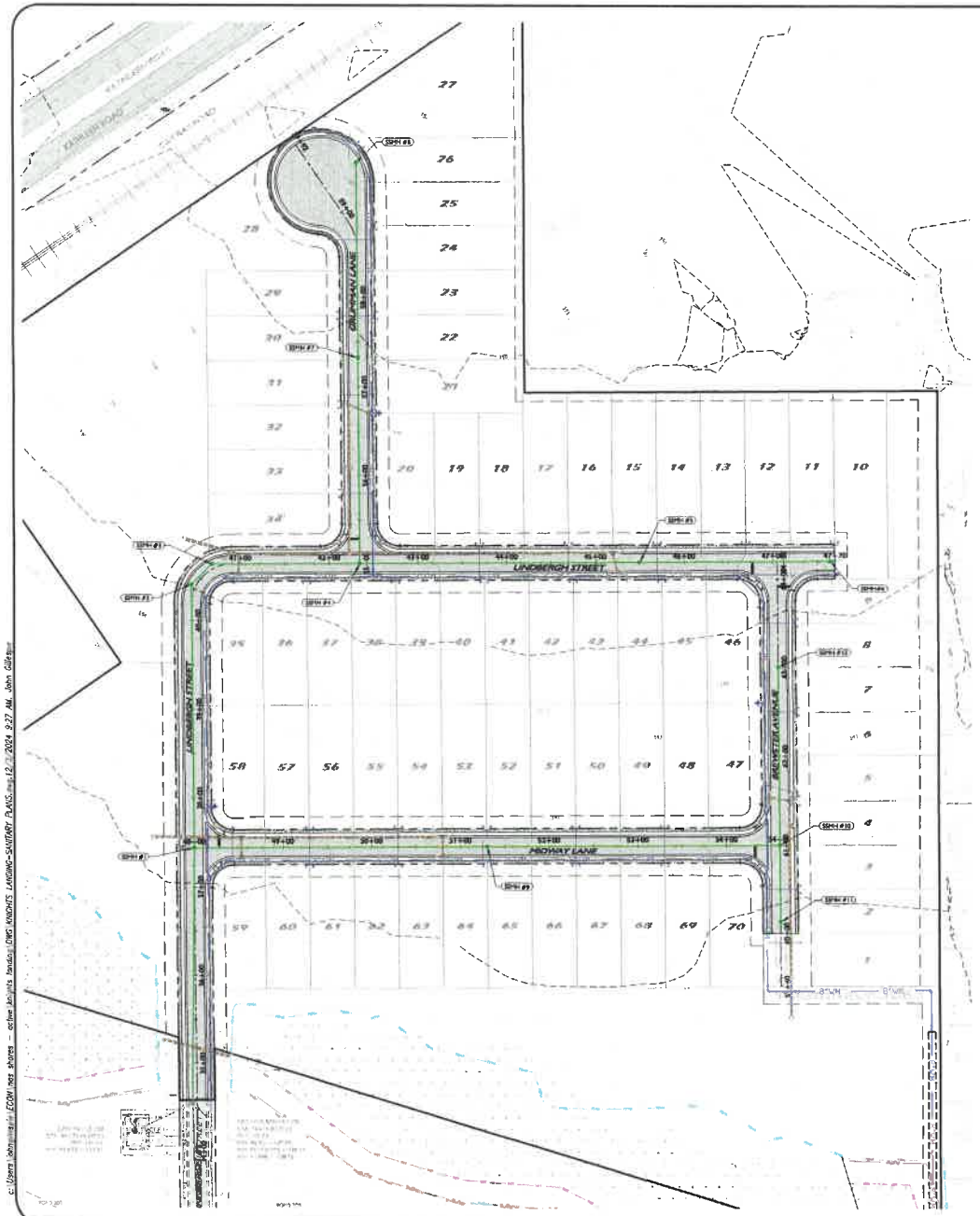


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SHEET 24	ECON ENGINEERS · SURVEYORS · PLANNERS 4700 South Florida Avenue, Suite 4, Lakeland, Florida 33813 (863)686-0544 • Fax (863) 680-1494 • SURVEYING AND MAPPING BUSINESS - LB 7459 • PROFESSIONAL ENGINEERING SERVICES - CA#4443	KNIGHTS LANDING PHASE TWO POLK COUNTY, FL	WATERMAIN DETAILS 2	NOT CONSIDERED FINAL UNTIL ALL AGENCY PERMITS ARE RECEIVED AND APPROVED FOR CONSTRUCTION. NOT VALID WITHOUT SIGNATURE AND SEAL. Digitally signed by Charles R. Brocker Date: 2024.12.03 09:27:39 -05'00' This item has been digitally signed and sealed by Charles R. Brocker, P.E. on the date indicated herein. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies. CHARLES R. BROCKER, P.E. LICENSE #86615 DATE

DATE	NO	REVISIONS
06-12-23	4	REVISE WETLAND IMPACTS
11-13-23	5	ADD FENCE UNDERDRAIN DETAILS
03-26-24	6	REVISE FENCE & SPACING PER COMMENTS
05-08-24	7	REVISE WETLAND BUFFER & MITIGATION
07-23-24	8	REVISE PER POLK COUNTY COMMENTS
11-11-24	9	REVISE WM CONNECTION PER SEMINOLE COUNTY
12-03-24	10	REVISE APPLET DIRECTIONAL SIGNS PER COUNTY COMMENTS

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WATER / SEWER CLEARANCE REQUIREMENTS

VERTICAL CLEARANCE AT CROSSING GRAVITY SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER JOINTS AND WATER JOINTS WILL BE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN 10 FEET BETWEEN ANY TWO JOINTS. WHERE THE MINIMUM 12-IN. SEPARATION CANNOT BE MAINTAINED ONE OF THE FOLLOWING METHODS OF PROTECTION SHALL BE UTILIZED:

A. BLANK

B. THE WATER MAIN SHALL BE INSTALLED WITH D.I.P. FOR 20 FEET CENTERED ON THE CROSSING (10-FT. LINEAR SEPARATION BETWEEN JOINTS);

C. THE SEWER SHALL BE DESIGNED AND CONSTRUCTED EQUAL TO WATER PIPE AND SHALL BE PRESSURE TESTED AT 150 PSI TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING;

D. OR EITHER THE WATER MAIN OR THE SEWER LINE MAY BE ENCASED IN A WATERTIGHT CARRIER PIPE WHICH EXTENDS 10 FEET ON BOTH SIDES OF THE CROSSING, MEASURED PERPENDICULAR TO THE WATER MAIN. THE CARRIER PIPE SHALL BE OF MATERIALS APPROVED BY THE DEPARTMENT FOR USE IN WATER MAIN CONSTRUCTION.

ONE OF THESE METHODS SHALL ALSO BE UTILIZED WHEN THERE IS NO ALTERNATIVE TO SEWER CROSSING OVER WATER MAINS. IN SUCH INSTANCES, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO MAINTAIN LINE AND GRADE. HORIZONTAL SEPARATION BETWEEN PARALLEL LINES GRAVITY SEWERS SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTAL FROM ANY EXISTING OR PROPOSED WATER MAIN. THE DISTANCE SHALL BE MEASURED EDGED TO EDGE. IN CASES WHERE IT IS NOT PRACTICAL TO MAINTAIN A 10-FT. SEPARATION, THE WATER MAIN SHALL BE INSTALLED IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER AND AT AN ELEVATION SO THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE THE TOP OF THE SEWER, AND THE WATER AND SEWER JOINTS SHALL BE STAGGERED.

E. IF IT IS IMPOSSIBLE TO OBTAIN PROPER HORIZONTAL AND VERTICAL SEPARATION AS DESCRIBED, BOTH THE WATER MAIN AND SEWER MUST BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT PIPE COMPLYING WITH PUBLIC WATER SUPPLY DESIGN STANDARDS OF THE DEPARTMENT AND BE PRESSURE TESTED TO 150 PSI TO ASSURE WATER TIGHTNESS BEFORE BACKFILLING.

F. SANITARY SEWER FORCE MAIN CLEARANCE THERE SHALL BE AT LEAST 10 FEET HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER FORCE MAINS. THERE SHALL BE AN 12 INCH VERTICAL SEPARATION T CROSSINGS, AT CROSSINGS, ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE.

EXISTING UTILITIES NOTES

A. THE CONTRACTOR SHALL ENSURE THAT ALL EXISTING UTILITIES IN THE AREAS OF WORK ARE LOCATED IN ACCORDANCE WITH SUNSHINE STATE ONE CALL REGULATIONS, FLORIDA STATUTES CHAPTER 556, "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT". THE CONTRACTOR IS RESPONSIBLE FOR SUBSURFACE VERIFICATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL UTILIZE DUE CARE AT ALL TIME WHEN PERFORMING EXCAVATIONS AS UTILITY LOCATES ARE NOT EXACT IN NATURE.

B. IF UTILITIES ARE TO REMAIN IN PLACE, THE CONTRACTOR SHALL PROVIDE ADEQUATE MEANS OF PROTECTION.

C. SHOULD UNCHARTED OR INCORRECTLY CHARTED PIPING OR OTHER UTILITIES BE ENCOUNTERED DURING EXCAVATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESOLVING THE UTILITY CONFLICTS TO POLK COUNTY'S SATISFACTION.

D. ALL COSTS FOR REPAIRING DAMAGES TO PROPERLY LOCATED POLK COUNTY INFRASTRUCTURE OR OTHER UTILITIES SHALL BE THE CONTRACTOR'S RESPONSIBILITY IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 556, "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT".

E. POLK COUNTY SHALL NOT BE RESPONSIBLE FOR UNCHARTED OR INCORRECTLY CHARTED WATER, WASTEWATER, AND RECLAIMED WATER MAINS OR OTHER UTILITIES AS RECORD DRAWINGS ARE NOT TO BE CONSIDERED TOTALLY REPRESENTATIVE OF SUBSURFACE CONDITIONS OR EXISTING INFRASTRUCTURE.

CONNECTION TO EXISTING SYSTEM TO BE PERFORMED IN THE FOLLOWING MANNER:

1. MATERIALS (VALVE, TEE, ETC.) SHOWN TO BE INSTALLED AT THE PROPOSED POINT OF CONNECTION SHALL BE INSTALLED BY THE CONTRACTOR AT THE DEVELOPER'S EXPENSE WITH POLK COUNTY UTILITIES OPERATIONS AND MAINTENANCE PERSONNEL PRESENT. POLK COUNTY UTILITIES OPERATIONS SHALL BE NOTIFIED AT LEAST 5 WORKING DAYS IN ADVANCE OF ANY WORK BEING DONE ON EXISTING POLK COUNTY UTILITIES. FOR PROJECT RELATED CONNECTIONS CONTACT THE LAND DEVELOPMENT INSPECTOR ASSIGNED TO THE PROJECT.

2. THE CONTRACTOR SHALL CONSTRUCT THE PROPOSED POTABLE WATER DISTRIBUTION SYSTEM TO A POINT WITHIN ONE PIPE JOINT LENGTH OF THE PROPOSED POINT OF CONNECTION. THE PROPOSED SYSTEM WILL BE CAPPED, PRESSURE TESTED, CHLORINATED, FLUSHED AND BACTERIOLOGICALLY CHECKED.

3. UPON RECEIPT OF SATISFACTORY PRESSURE TEST AND BACTERIOLOGICAL TEST RESULTS AT COUNTY UTILITIES ADMINISTRATION, THE PROJECT MAY BE CONNECTED TO THE EXISTING SYSTEM. THE CONTRACTOR CONTACT THE LAND DEVELOPMENT INSPECTOR FIVE WORKING DAYS PRIOR TO MAKING CONNECTION. UTILITIES OPERATIONS PERSONNEL MUST INSPECT THE CONNECTIONS BEING DONE. AT NO TIME SHALL THE CONTRACTOR TAMPER WITH ANY PART OF THE EXISTING POTABLE WATER SYSTEM WITHOUT UTILITIES OPERATIONS CONSENT.

BURIED CONNECTION VALVE CANNOT BE OPENED AND EXPOSED UNTIL CLEARANCE IS ISSUED BY THE POLK COUNTY HEALTH DEPARTMENT.

NOTICE

CONTRACTOR RESPONSIBLE TO RESTORE R/W TO PRE-DEVELOPMENT CONDITIONS

✳ PIPE FITTING NOTE ✳

THE SIZE OF THE PIPE FITTINGS ON THE PLAN ARE SHOWN LARGER THAN THE ACTUAL SIZE AND ARE EXAGGERATED FOR CLARITY

✳ UNSUITABLE MATERIAL NOTE ✳

WHERE MUCK, ROCK CLAY, AND/OR OTHER UNSUITABLE MATERIAL IS ENCOUNTERED WITHIN THE LIMITS OF CONSTRUCTION, THAT MATERIAL SHALL BE EXCAVATED AND BACKFILLED WITH SUITABLE MATERIAL.

✳ UTILITY SEPARATION NOTE ✳

DRIVEWAYS, ENTRANCES, SIGNS, FENCES, WALLS AND STRUCTURES MUST MAINTAIN THE REQUIRED MINIMUM HORIZONTAL AND VERTICAL SEPARATIONS FROM POLK COUNTY PUBLIC WATER AND WASTEWATER MAINS, AND ENSURE THAT THE DEPTH OF COVER OVER SAME, AND ACCESS, ARE NOT IMPACTED.

✳ CHANGE ORDER NOTE: ✳

ANY CHANGES / REVISIONS TO THE CONSTRUCTION PLANS BEFORE, DURING OR AFTER THE START OF CONSTRUCTION SHALL REQUIRE AN APPROVED CHANGE ORDER SIGNED BY THE OWNER / CLIENT, WHICH INCLUDES A TOTAL COST ASSOCIATED WITH THE WORK EFFORT AND ALL MATERIALS REQUIRED TO COMPLETE THE CHANGE, PRIOR TO BEGINNING ANY WORK OR ORDERING ANY ASSOCIATED CONSTRUCTION MATERIALS. (ALL COSTS ASSOCIATED WITH CHANGE ORDERS MUST BE APPROVED IN WRITING BY THE OWNER)

✳ EXISTING GAS MAIN NOTE ✳

CHAPTER 556 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATING. MAPS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS OR SERVICE LINES. THE ONLY SAFE AND PROPER WAY TO LOCATE GAS FACILITIES IS BY AN ON-SITE INSPECTION BY GAS SYSTEM PERSONNEL. THEREFORE, EXCAVATORS ARE INSTRUCTED TO TELEPHONE O.N.E.S. AT 1-800-432-4770, TWO WORKING DAYS BEFORE DIGGING IN A CONSTRUCTION AREA. CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING ALL EXCAVATION/INSTALLATION/CONSTRUCTION ACTIVITIES IN AREA OF GAS MAIN.

60 0 30 60 120
(IN FEET)
SCALE: 1" = 60'

ALL MANHOLES LOCATED WITHIN THE SHWT SHALL BE ENCAPSULATED.

✳ SEWER SERVICES NOTE: ✳

SEWER SERVICES ON THE PLAN ARE SHOWN EXAGGERATED FOR CLARITY. ALL SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH POLK COUNTY UTILITIES SPECIFICATIONS.

SANITARY SEWER / RECLAIMED WATER & POTABLE WATER / RECLAIMED WATER SEPARATIONS

WHEN THE RECLAIMED WATER LINE IS TRANSPORTING WATER FOR PUBLIC ACCESS IRRIGATION:

MAXIMUM OBTAINABLE SEPARATION OF RECLAIMED WATER LINES AND DOMESTIC WATER LINES SHALL BE PRACTICED. A MINIMUM HORIZONTAL SEPARATION OF TWO FEET (CENTER TO CENTER) OR THREE FEET (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN RECLAIMED WATER LINES AND EITHER POTABLE WATER MAINS OR SEWAGE COLLECTION LINES. AN 12-IN. VERTICAL SEPARATION SHALL BE MAINTAINED AT CROSSINGS.

WHEN THE RECLAIMED WATER LINE IS TRANSPORTING WATER FOR NON-PUBLIC ACCESS IRRIGATION:

THE RECLAIMED WATER MAIN SHALL BE TREATED LIKE A SANITARY SEWER, AND A 10.-FT. HORIZONTAL AND 12-IN. VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN THE RECLAIMED WATER MAIN AND ALL EXISTING OR PROPOSED POTABLE WATER MAINS. NO MINIMUM SEPARATION IS REQUIRED BETWEEN THE RECLAIMED WATER MAIN AND SANITARY SEWERS, OTHER THAN THAT NECESSARY TO ENSURE STRUCTURAL INTEGRITY AND PROTECTION OF THE LINES THEMSELVES.

NOTE: WHEN IT IS IMPOSSIBLE TO OBTAIN PROPER HORIZONTAL AND VERTICAL SEPARATIONS AS STIPULATED ABOVE, D.E.P. MAY ALLOW DEVIATION ON A CASE-BY-CASE BASIS IF SUPPORTED BY DATA FROM THE DESIGN ENGINEER. APPROVAL FOR THE DEVIATION MUST BE OBTAINED PRIOR TO CONSTRUCTION.

SANITARY STRUCTURE SCHEDULE

STRUCTURE	DETAILS	PIPES IN=	PIPES OUT=
EXISTING LS-100	SANITARY LIFT STATION RIM=141.50	INV= 127.87	
EXISTING MH-105	SANITARY MANHOLE RIM=144.02		INV= 129.90
EXISTING MH-106	SANITARY MANHOLE RIM=140.69	INV= 129.00 INV= 128.75	INV= 128.19
SSMH #1	SANITARY MANHOLE RIM=142.29	INV= 132.80 INV= 131.85	INV= 131.55
SSMH #2	SANITARY MANHOLE RIM=143.88	INV= 135.98	INV= 135.68
SSMH #3	SANITARY MANHOLE RIM=143.88	INV= 138.23	INV= 138.13
SSMH #4	SANITARY MANHOLE RIM=144.82	INV= 137.98 INV= 137.08	INV= 136.98
SSMH #5	SANITARY MANHOLE RIM=143.27	INV= 139.72	INV= 136.50
SSMH #7	SANITARY MANHOLE RIM=147.30	INV= 142.00	INV= 140.80
SSMH #8	SANITARY MANHOLE RIM=149.55		INV= 145.30
SSMH #9	SANITARY MANHOLE RIM=141.79	INV= 134.11	INV= 134.01
SSMH #10	SANITARY MANHOLE RIM=143.79	INV= 135.70 INV= 135.70	INV= 135.60
SSMH #11	SANITARY MANHOLE RIM=143.84		INV= 137.43
SSMH #12	SANITARY MANHOLE RIM=144.84		INV= 136.60
SSMH#6	SANITARY MANHOLE RIM=148.86		INV= 141.73

CONTRACTOR RESPONSIBLE FOR A CLEAN AND SECURE SITE AT ALL TIMES, TEMPORARY FENCE, ETC.

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CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

POLK COUNTY
Modified: 2/9/2024 9:39:15 AM

NO	DATE	REVISIONS
4	06/27/23	ADDED WATER LINE AND SEWER LINE
5	08/24/23	ADDED SSMH #6
6	03/26/24	REVISED PLANS & ADDED NOTES PER COMMENTS
7	05/28/24	REVISED PLANS & ADDED NOTES PER COMMENTS
8	06/26/24	REVISED PLANS & ADDED NOTES PER COMMENTS
9	07/25/24	REVISED PLANS & ADDED NOTES PER COMMENTS
10	12/20/24	REVISED PLANS & ADDED NOTES PER COMMENTS

CHARLES A. ERVIN, JR. P.E. LICENSE NUMBER 56615 STATE OF FLORIDA
NOT VALID UNLESS MANUALLY, DIGITALLY OR ELECTRONICALLY SIGNED AND SEALED
NOT CONSIDERED FINAL UNLESS ALL SIGNATURES ARE PRESENT
DIGITALLY SIGNED BY CHARLES A. ERVIN, JR. P.E.
DN: C=US, E=cervin@econ-pa.com, O=ECON, CN=CHARLES A. ERVIN, JR. P.E.
Date: 2024.12.20 09:27:35 -05'00'

OVERALL SANITARY SEWER PLAN

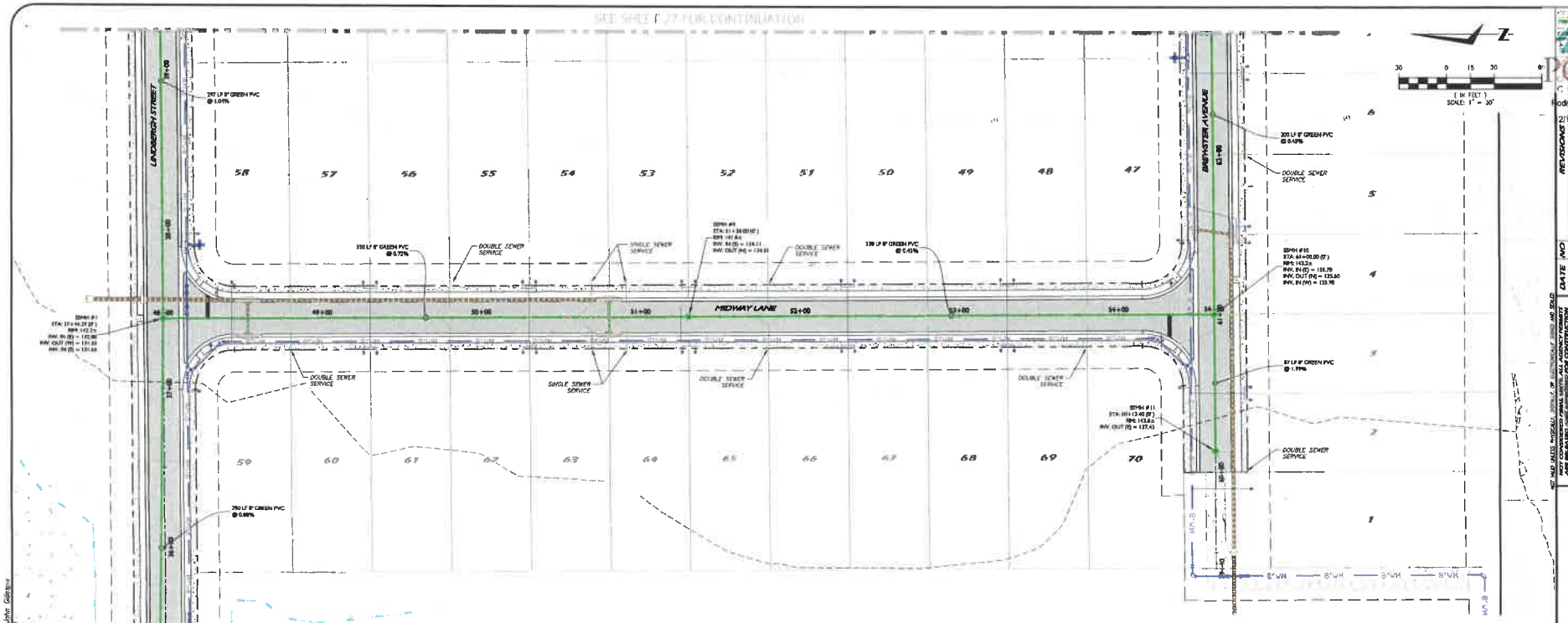
KNIGHTS LANDING PHASE TWO POLK COUNTY, FL

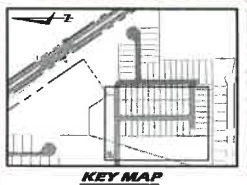
ECON
DONOHOE ENGINEERING
CIVIL • ENVIRONMENTAL • SURVEYING
1614 E. LEMON ST., LAKELAND, FLORIDA 33801
• SURVEYING AND MAPPING BUSINESS - LB 7696
• PROFESSIONAL ENGINEERING SERVICES - CA 29581

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SHEET 25

c:\Users\johnsullivan\ECON Dropbox\ECON Projects\Knights Landing\DWG KNIGHTS LANDING-SANITARY PLANS.dwg 12/20/2024 9:27 AM John Sullivan





KEY MAP
N.T.S.

✳ NOTICE ✳

CONTRACTOR TO EXPOSE EXTREME CAUTION DURING EXCAVATION IN THE AREA OF THE EXISTING GAS MAIN

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CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

DATE	NO	REVISIONS
12/9/2024	6	ADDED WATER AND SERVICES
11/13/24	5	ADDED SSMH #11
08/30/24	4	REVISED POWER & GRADING PER COMMENTS
08/30/24	3	REVISED BUFFALO GRAPPLE & SEWER PER COMMENTS
08/06/24	2	REVISED PER POLK COUNTY COMMENTS
07/12/24	1	REVISED PER CONSTRUCTION PLAN SUBMITTAL

POLK COUNTY
Hodges Initials
12/9/2024 10:52:

ENLARGED SANITARY SEWER PLAN 1

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

ECON
DONALD E. SANFORD, P.E. NO. 57824
CHARLES E. BRYANT, P.E. NO. 69615
DAVID A. LANDING, P.E. NO. 83213
• SURVEYING AND MAPPING BUSINESS - LB 7656
• PROFESSIONAL ENGINEERING SERVICES - CA 28482

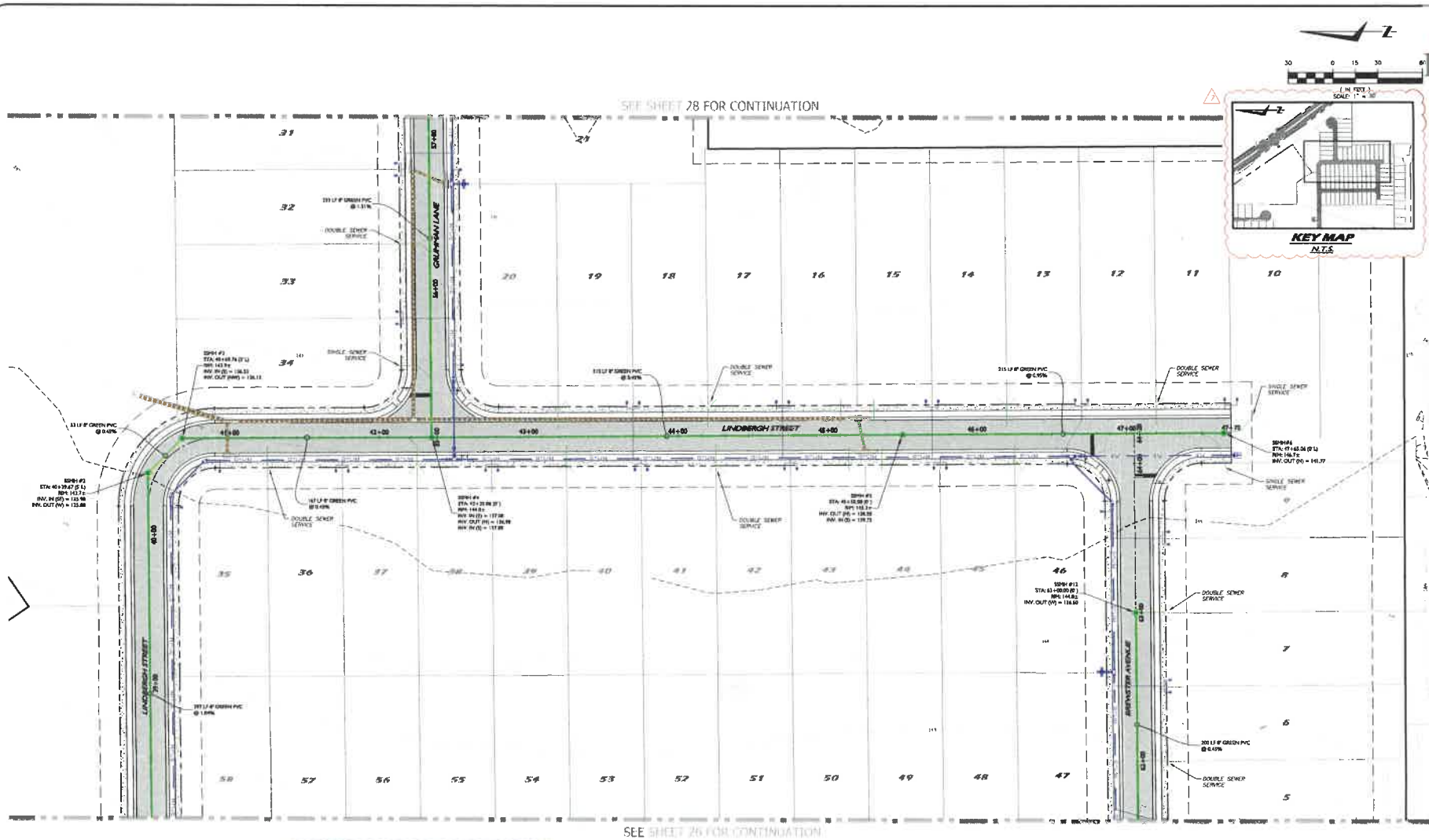
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CHARLES E. BRYANT, P.E. LICENSE #69615 DATE

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c:\Users\johnfallerini\ECON Dropbox\ECON Projects\Landing\DWG\KNIGHTS LANDING - SANITARY PLANS.dwg, 12/3/2024 2:20 AM, John Fallerini



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CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Sunshine STATE ONE CALL OF FLORIDA, INC.

POLK COUNTY
Bradley Jennings

REVISIONS	2	1	0

NO	DATE
4	04/22/24
3	03/13/24
2	03/06/24
1	02/20/24
0	01/11/24

CHARLES R. SWOPE, P.E. LICENSE #66115 DATE

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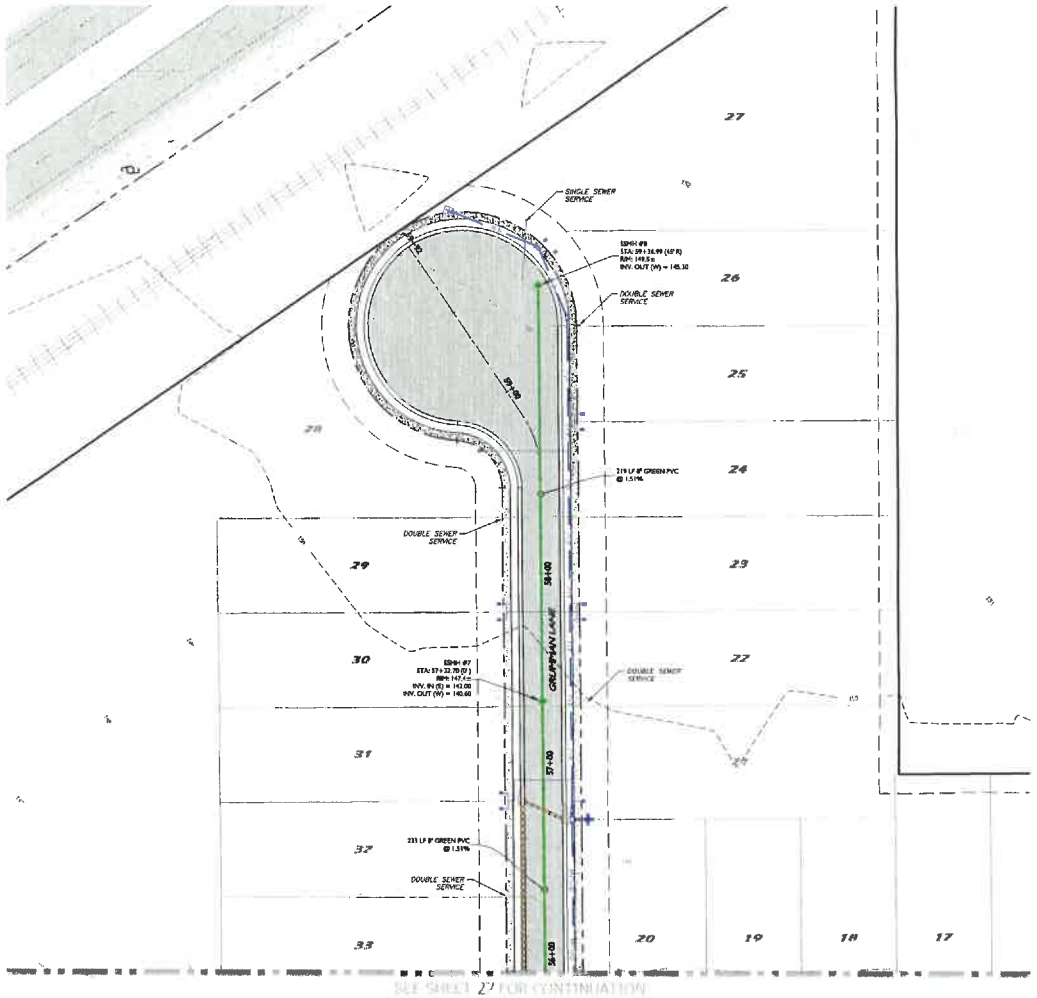
ENLARGED SANITARY SEWER PLAN 2

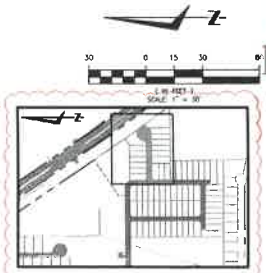
KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

ECON
BONNIE SUTHERLAND MARCH
Florida Certificate of Authorization #6666
Suite 4, Lakeland, Florida 33813
863-619-1040 • 863-619-1041 fax
• SURVEYING AND MAPPING BUSINESS - LB #464
• PROFESSIONAL ENGINEERING SERVICES - CA#34687

SHEET 27

C:\Users\johnm\Desktop\ECON\ios shares — active\knights landing\DWG\KNIGHTS LANDING-SANITARY PLANS.dwg, 12/3/2024 9:28 AM, John Gallen





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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

POLK COUNTY
Index Item

DATE	NO	REVISIONS
12/15/23	5	ADD ROAD A/SMALL SCROLL
03/14/24	6	REVISE POND 2 GRADING PER COMMENT
05/08/24	7	ADDED SITE LOCATION SIGNAGE & UPDATED NOTES
07/31/24	8	ADDED SITE PLAN COUNTY COMMENT
12/03/24	9	ADDED SITE PLAN COUNTY COMMENT

CHARLES E. WOODRUM, JR. LICENSE NUMBER 59440 STATE OF FLORIDA
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ENLARGED SANITARY SEWER PLAN 3

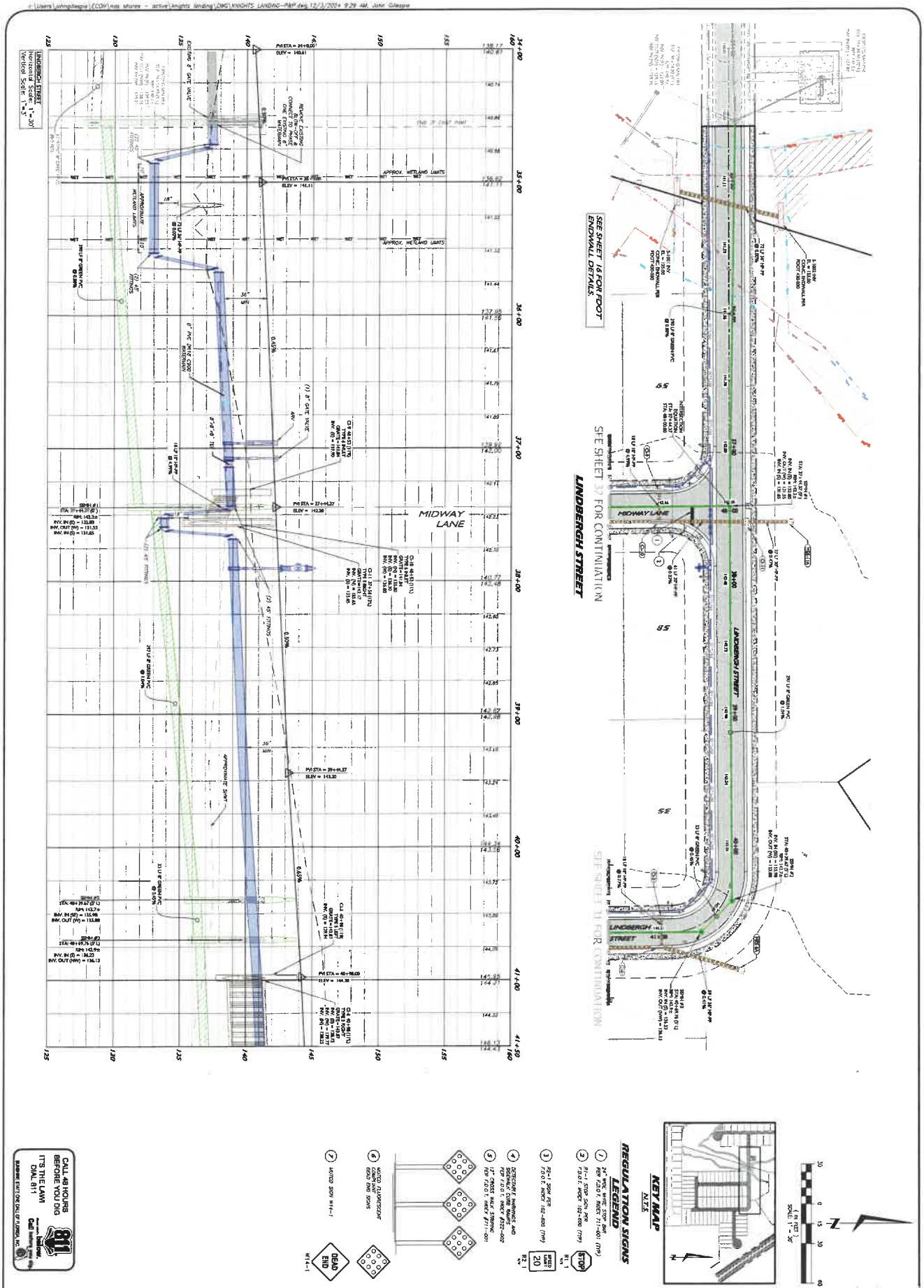
KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

ECON
ENGINEERING & SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION #: EB 29454
Suite A Lakeland, Florida 33813
• SURVEYING AND MAPPING BUSINESS: LB 29454
• PROFESSIONAL ENGINEERING SERVICES: EC 26483

SHEET 28

c:\Users\johnglover.ECON\ncs shares - active\knights landing\DWG\KNIGHTS LANDING-SANITARY PLANS.dwg, 12/3/2024 9:28 AM, John Glover

c:\Users\johngillespie\ECON\nas shares - active\knights landing\DWG\KNIGHTS LANDING-UTILITY DETAILS.dwg, 12/3/2024 9:28 AM, John Gillespie



CALL 48 HOURS BEFORE YOU DIG
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DIAL 811
Call Sunshine
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

ECON
ENGINEERS, SURVEYORS, PLANNERS
6700 South Florida Avenue, Suite A, Lakeland, Florida 33813
(863)660-0594 • FAX: (863) 680-1434
• SURVEYING AND MAPPING BUSINESS - LB 7954
• PROFESSIONAL ENGINEERING SERVICES - CA#26683

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

PLAN AND PROFILE 1

SHEET 30

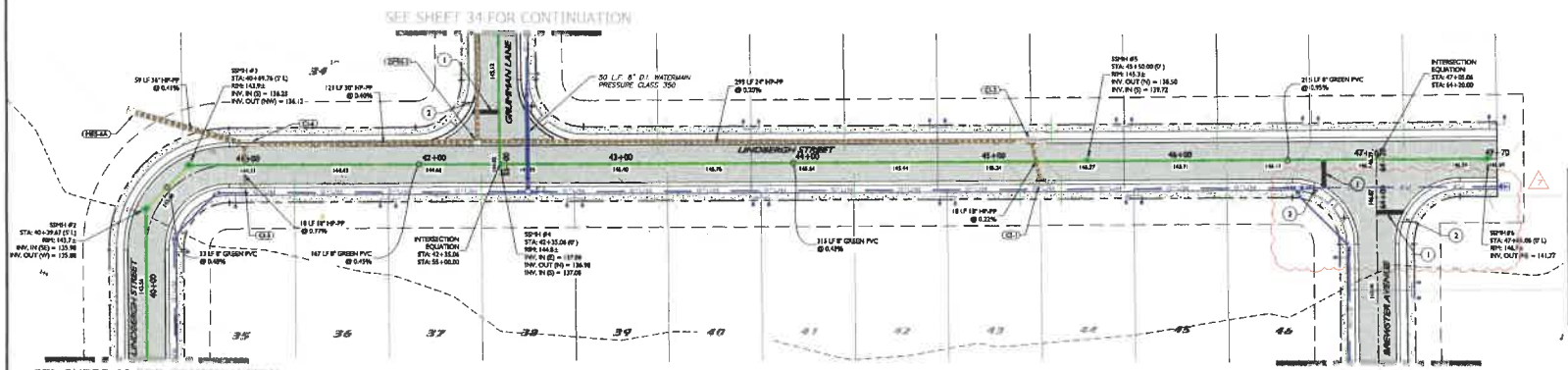
DATE	NO	REVISIONS
06/27/23	4	REVISE WETLAND IMPACTS
11-13-23	5	ADD FOOT ENDWALL DETAILS
03-26-24	6	REVISE FORCE & GRADING PER COMMENTS
05-08-24	7	REVISE WETLAND IMPACTS & ADD FOOT PER COMMENTS
07-22-24	8	REVISE PER POLK COUNTY COMMENTS
11-11-24	9	REVISE GRAVITY CONNECTION PER SWFWMD COMMENTS
12-03-24	10	REVISE INVERT DIRECTIONAL WORK PER COUNTY COMMENTS

CHARLES R. BROOKS, P.E. LICENSE #66815 DATE

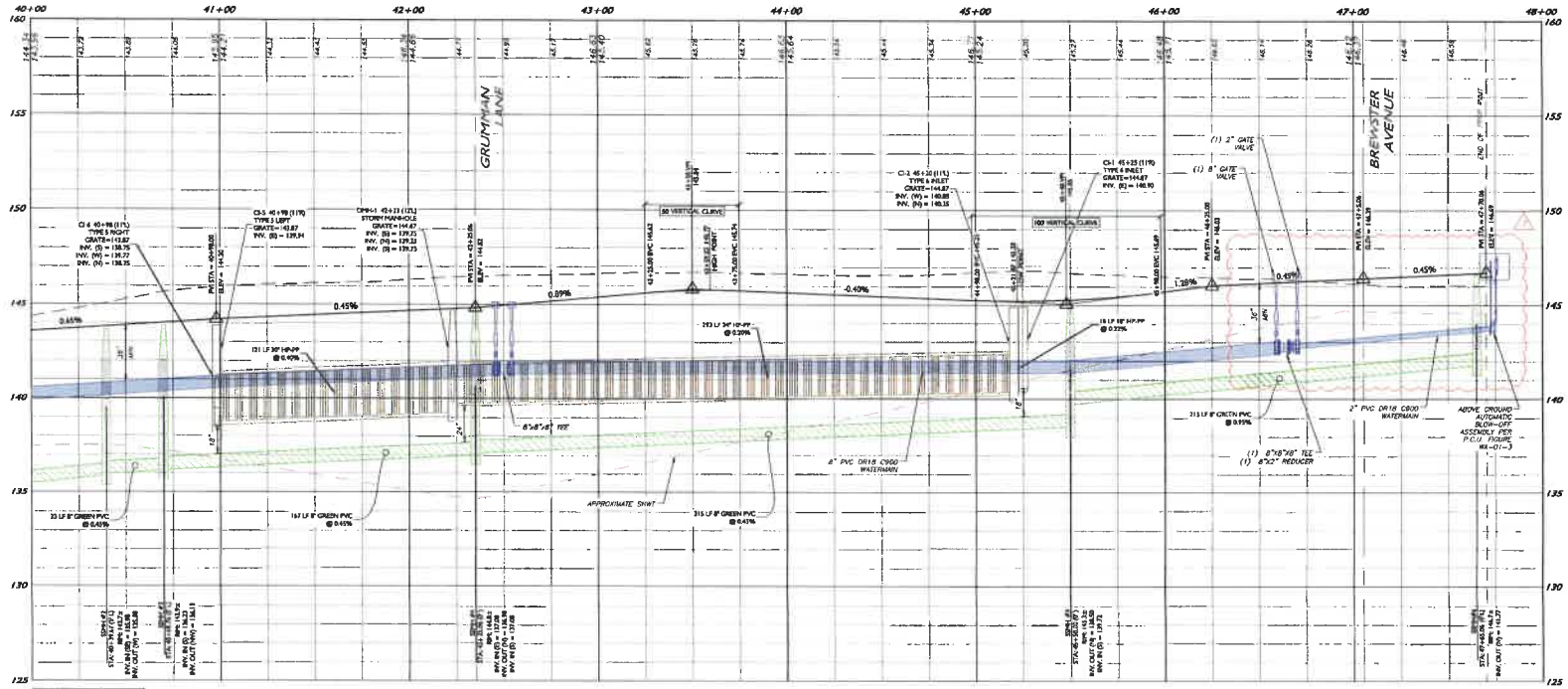
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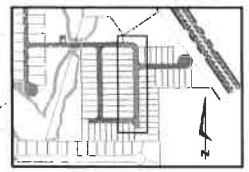
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LINDBERGH STREET



LINDBERGH STREET
Horizontal Scale: 1"=30'
Vertical Scale: 1"=3'



KEY MAP
N.T.S.

REGULATION SIGNS LEGEND

1. 24" WIDE WHITE STOP BAR PER F.D.O.T. INDEX 711-001 (TYP)
2. R1-1 STOP SIGN PER F.D.O.T. INDEX 102-500 (TYP) — STOP R1-1
3. R2-1 SIGN PER F.D.O.T. INDEX 102-600 (TYP) — SPEED LIMIT 20 R2-1
4. DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS PER F.D.O.T. INDEX #522-002
5. 12" CROSS WALK STRIPING PER F.D.O.T. INDEX #711-001
6. MUTCD FLUORESCENT COMPLIANT DEAD END SIGNS
7. MUTCD SIGN W14-1 — DEAD END W14-1

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811 ___ below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

POLK COUNTY

REVISIONS	DATE (MO)
4 PER WETLAND IMPACT	06/23/23
5 ADD DEAD ENDS & DRAINAGE PER COUNTY COMMENTS	11-13-23
6 ADD PONDS & DRAINAGE PER COUNTY COMMENTS	03-06-24
7 ADD PONDS & DRAINAGE PER COUNTY COMMENTS	04-23-24
8 PER WETLAND IMPACT	05-22-24
9 ADD PER CONNECTION PER SOUTHERN COMMENTS	11-11-24
10 PER ADVANCE DIRECTIONAL SIGNS PER COUNTY COMMENTS	12-03-24

Project No. 1
Book No. 1
Page No. 55

CHARLES K. ERICKSON, P.E. LICENSE NUMBER 51 DATE 12-03-24

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PLAN AND PROFILE 2

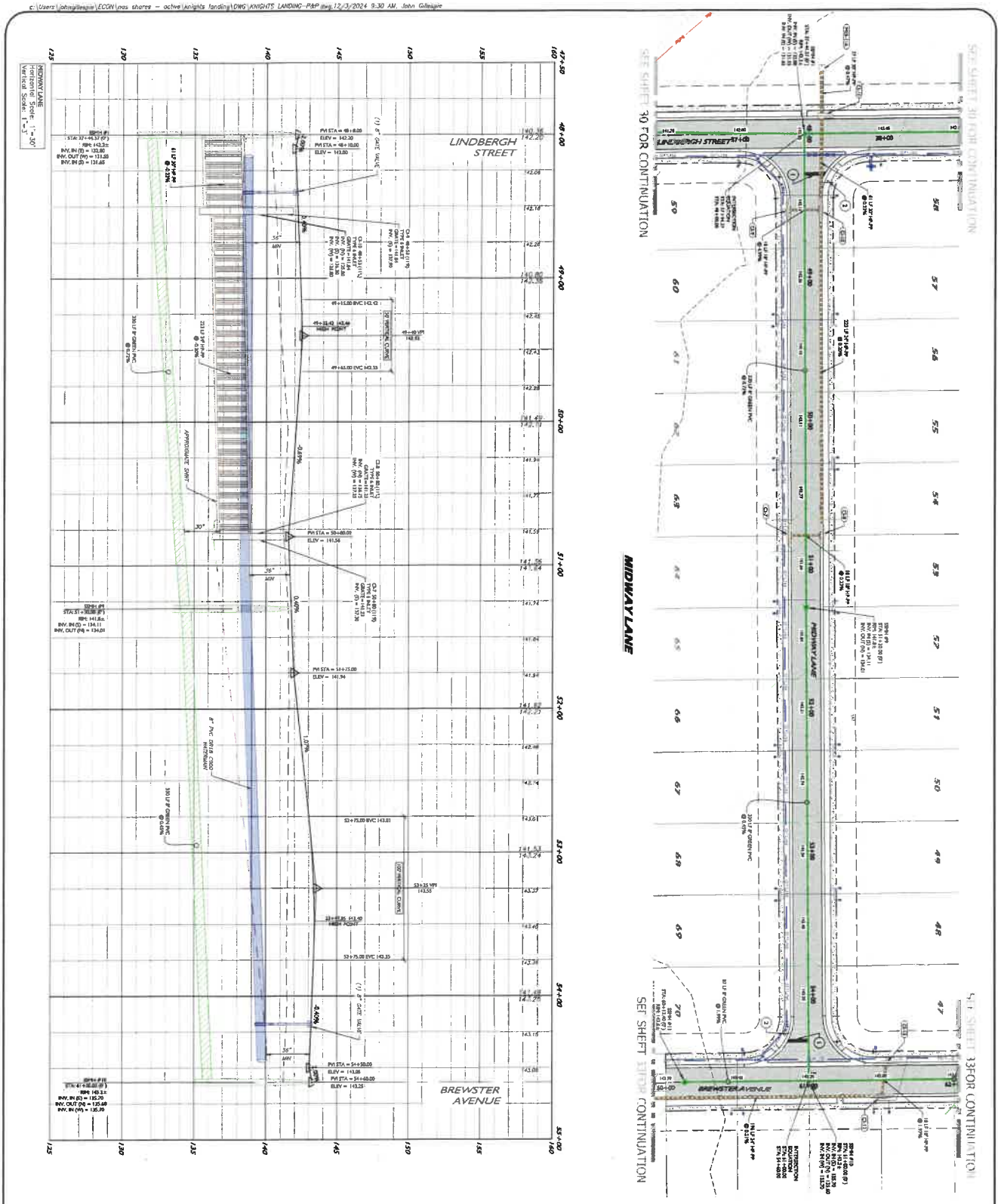
KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

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ENGINEERING | SURVEYING | PLANNING
4702 South Florida Avenue
Lakeland, Florida 33813
PH (863) 680-1434 • FAX (863) 680-1434
CERTIFICATE OF AUTHORIZATION NUMBER 29168
PROFESSIONAL ENGINEERING SERVICES - CA29168

SHEET 31

C:\Users\johnathan\ECON Dropbox\ECON Job Stores - active\Knights Landing (DR)\KNIGHTS LANDING - PAP.dwg 12/3/2024 9:30 AM John Grimsley



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8700 South Florida Avenue, Suite 4, Lakeland, Florida 33813
(863)686-0566 • Fax: (863) 680-1456
• SURVEYING AND MAPPING BUSINESS - LB 7956
• PROFESSIONAL ENGINEERING SERVICES - CA#26443

KNIGHTS LANDING PHASE TWO
POLK COUNTY, FL

PLAN AND PROFILE 3

SHEET 32

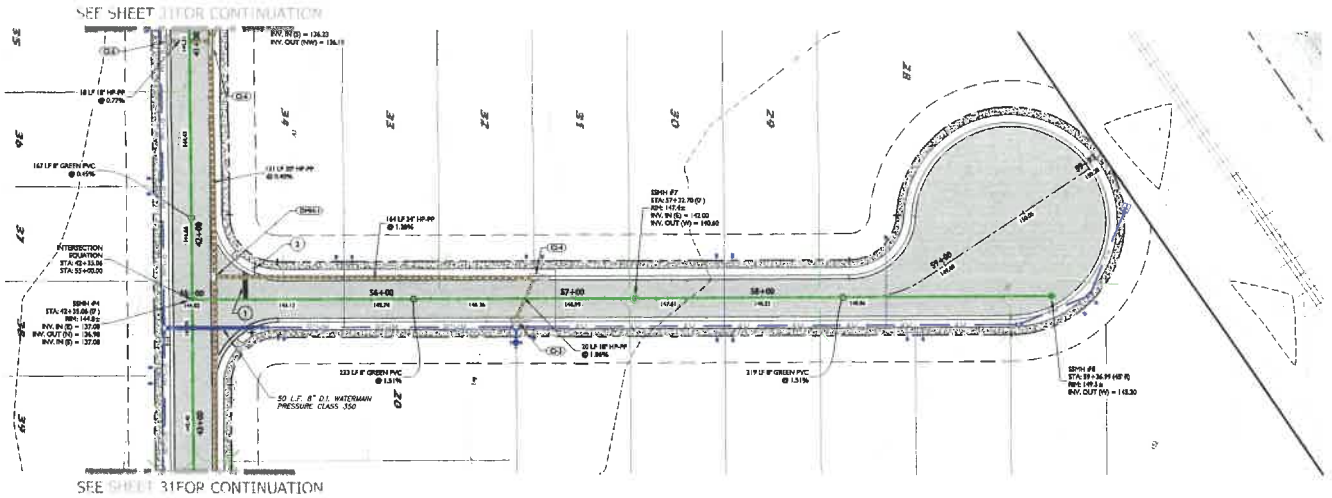
DATE	NO	REVISIONS
04/27/23	4	REVISE WETLAND IMPACTS
11-13-23	5	ADD POST BASEBALL DETAILS
03-26-24	6	REVISE POINDS & BUILDING PER COMMENTS
05-06-24	7	REVISE WETLAND BUFFER & REVISE PER POLK COUNTY COMMENTS
07-23-24	8	REVISE PER POLK COUNTY COMMENT
11-11-24	9	REVISE SR2 CONNECTION PER DEVISION COMMENTS
12-03-24	10	REMOVE MIDWAY DIRECTIONAL SIGNS PER COUNTY COMMENTS

CHARLES R. BROOKER, P.E. LICENSE #68415 DATE

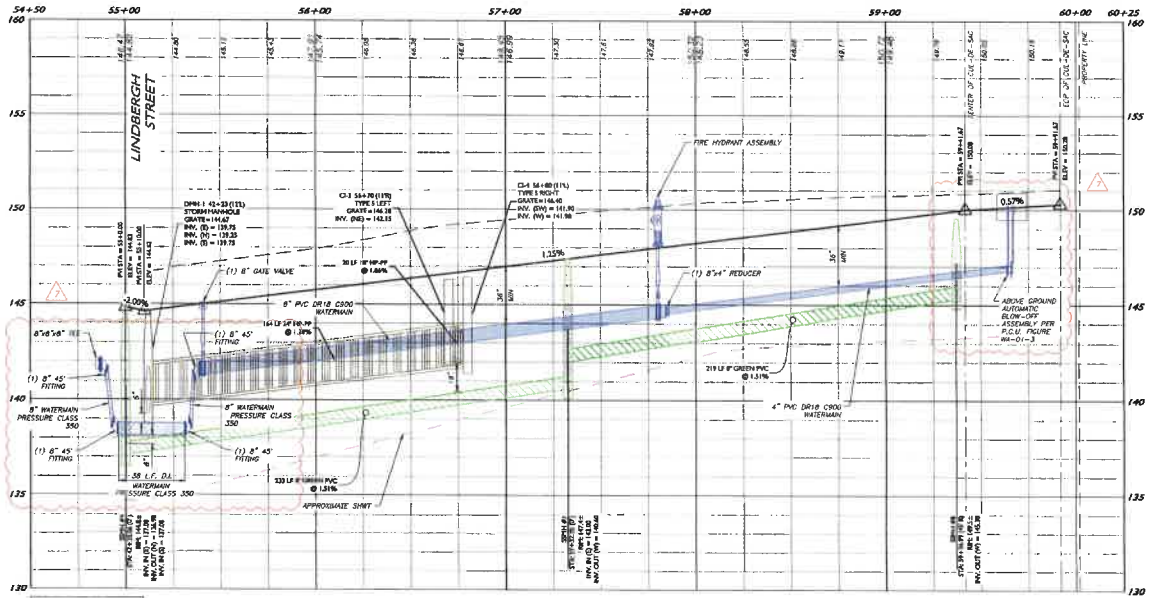
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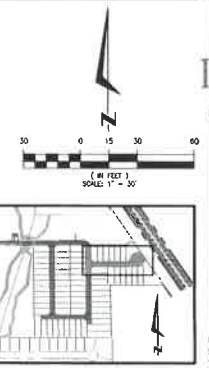
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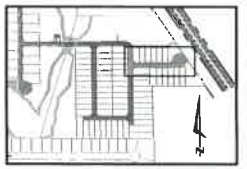
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GRUMMAN LANE



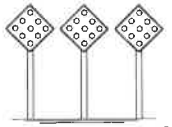




KEY MAP
N.T.S.

REGULATION SIGNS LEGEND

1. 24" WIDE WHITE STOP BAR PER F.D.O.T. INDEX 711-001 (TYP.)
2. R1-1 STOP SIGN PER F.D.O.T. INDEX 102-600 (TYP) — STOP — R1-1
3. R2-1 SIGN PER F.D.O.T. INDEX 102-600 (TYP) — SPEED LIMIT 20 — R2-1
4. DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS PER F.D.O.T. INDEX #522-002
5. 12" CROSS WALK STRIPING PER F.D.O.T. INDEX #711-001



6. MUTCD FLUORESCENT COMPLIANT DEAD END SIGNS
7. MUTCD SIGN W14-1 — DEAD END — W14-1

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IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

POLK COUNTY
Rodney Lewis

NO	DATE	REVISIONS
4	10/23/23	PER WETLAND IMPACTS
5	11/13/23	ADD ROOT BARRIER DETAILS
6	03/26/24	PER WETLAND IMPACTS AND MISC. COMMENTS
7	05/24/24	PER POLK COUNTY COMMENTS
8	07/25/24	PER POLK COUNTY COMMENTS
9	11/11/24	PER SW CONNECTION, PER MISC. COMMENTS
10	12/03/24	PER DRIVE LAYOUT DIRECTIONAL ARROWS

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CHARLES R. BROOKINS, P.E. LICENSE #68913 DATE 12-03-24

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PLAN AND PROFILE 4

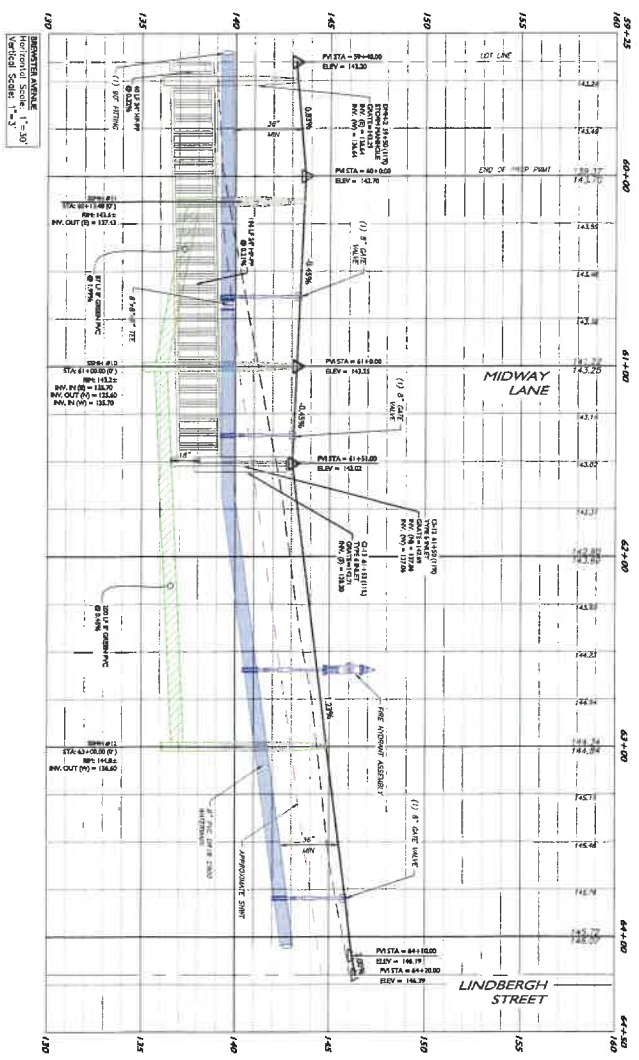
KNIGHTS LANDING PHASE TWO POLK COUNTY, FL

ECON
GEORGE E. EDWARDS & ASSOCIATES, INC.
CIVIL ENGINEERS • LAND SURVEYORS
4614 S. Combee Rd. • Lakeland, FL 33801
PHONE: (863) 619-1144 • FAX: (863) 619-1444
• CERTIFICATE OF AUTHORIZATION NUMBER: EB 0000 2944
• PROFESSIONAL ENGINEERING SERVICES - CA0004683

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SHEET 33

C:\Users\johnw\Econ\Econ - Active Projects\Knights Landing (DMC)\KNIGHTS LANDING - R&P.dwg 12/3/2024 9:30 AM John Gillespie


BREWSTER AVENUE
VERTICAL SCALE: 1" = 3'
HORIZONTAL SCALE: 1" = 30'
MIDWAY LANE
LINDBERGH STREET
PVI STA = 59+40.00
ELEV = 143.30
PVI STA = 60+00.00
ELEV = 142.70
PVI STA = 61+00.00
ELEV = 143.55
PVI STA = 61+50.00
ELEV = 143.02
PVI STA = 64+10.00
ELEV = 146.19
PVI STA = 64+20.00
ELEV = 146.39
LOT LINE
END OF P.P. PAVT
(1) 90° FITTING
(1) 8" GATE VALVE
8"x8"x8" TEE
FIRE HYDRANT ASSEMBLY
APPROXIMATE STAFF
STORM MANHOLE
STA: 61+11.48 (P)
RIM: 143.8±
INV. OUT (S) = 137.43
STA: 61+00.00 (P)
RIM: 143.2±
INV. IN (S) = 135.10
INV. OUT (N) = 132.60
INV. IN (W) = 133.70
STA: 63+05.00 (P)
RIM: 144.8±
INV. OUT (N) = 136.60
CULV #1 (STORM)
CMP 24"x38" ARCH
INV. IN = 137.24
INV. OUT = 137.04
CULV #1 (STORM)
CMP 24"x38" ARCH
INV. IN = 137.14
INV. OUT = 136.30
STA: 59+40.00
INV. OUT (S) = 136.30
STA: 60+00.00
INV. OUT (S) = 135.70
STA: 64+20.00
INV. OUT (S) = 136.39
STA: 64+20.00
INV. OUT (N) = 136.39
STA: 64+20.00
INV. OUT (N) = 136.39
STA: 64+20.00
INV. OUT (N

AS-BUILT REQUIREMENTS

THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL DRAINAGE AND UTILITY AS-BUILT INFORMATION TO THE ENGINEER AS FOLLOWS:

ALL AS-BUILT INFORMATION SHALL BE FROM A LICENSED LAND SURVEYOR OR A REGISTERED PROFESSIONAL ENGINEER AND SHALL BE CERTIFIED TO BOTH ECON, LLC AND THE DEVELOPER. THIS AS-BUILT INFORMATION SHALL BE LEGIBLE AND PROVIDED IN BOTH SIGNED/SEALED PRINTS AND IN DIGITAL COPY. ALL AS-BUILT DATA SHALL BE ON THE SAME COORDINATE SYSTEM AND BENCHMARK DATUM AS THE CONSTRUCTION PLANS. THE INFORMATION PROVIDED SHALL BE ACCEPTABLE TO THE UTILITY COMPANY, THE WATER MANAGEMENT DISTRICT AND THE REVIEWING GOVERNMENT AGENCY.

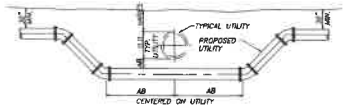
ECON, LLC WILL PROVIDE A DIGITAL COPY OF THE CONSTRUCTION PLANS TO THE CONTRACTOR UPON COMPLETION OF THE CONSTRUCTION PHASE FOR USE IN PREPARING THE AS-BUILT PLANS. DIGITAL FILES WILL NOT BE PROVIDED FOR CONSTRUCTION LAYOUT. THE CONTRACTOR OR SURVEYOR IS ENCOURAGED TO MEET WITH ECON, LLC TO DISCUSS THE AS-BUILT REQUIREMENTS. AS A MINIMUM, THE AS-BUILT INFORMATION SHALL INCLUDE ALL UTILITY AND DRAINAGE INFORMATION NOTED

MINIMUM UTILITY AS-BUILT REQUIREMENTS

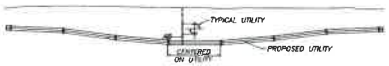
1. ALL FITTINGS AND VALVES LOCATED FROM TWO TYPED AND EASILY FOUND REFERENCE POINTS(I.E. BACK OF CURB, PROPERTY CORNERS). CHECK WITH MUNICIPALITY, FOR PROPER REFERENCE POINTS.
2. ALL WATER AND SEWER SERVICE SHALL BE TIED TO A MANHOLE WHERE AVAILABLE. CHECK WITH MUNICIPALITY TO APPROVE REFERENCE POINTS. DISTANCE SHALL BE ALONG THE BASELINE WITH OFFSETS PERPENDICULAR TO THE BASELINE
3. DETAILS OF JACK & BORE WITH CONSTRUCTED PIPE LENGTH, CASING LENGTH, DEPTH.
4. LIFT STATION DIMENSIONS AND ELEVATIONS.
5. LENGTH OF ALL RESTRAINTS.
6. SAMPLE POINT LOCATIONS.
7. HORIZONTAL AND VERTICAL CLEARANCES AT PIPE CLOSINGS.
8. MANHOLE RIM ELEVATION, INVERTS AND DIRECTION OF FLOW.
9. CALCULATE AS-BUILT GRADE OF SEWER LINE

MINIMUM DRAINAGE AS-BUILT REQUIREMENTS (FOR ALL OUTFALL STRUCTURES)

1. OUTFALL ELEVATIONS INCLUDING GRATE ELEVATION, WEIR ELEVATION AND WIDTH, ORIFICE SIZE AND INVERT, PIPE INVERT, SKIMMER TOP AND BOTTOM ELEVATIONS.
2. DRAINAGE PONDS WITH DIMENSIONS OR COORDINATES OF POND, TOP OF POND/MALL ELEVATIONS AND BOTTOM OF POND ELEVATIONS. ELEVATIONS SHALL ALSO BE PROVIDED AT CHANGE OF GRADES AND VISIBLE LOW POINTS ALONG THE TOP OF BERM. POND LOCATIONS SHALL BE PROVIDED WHERE COORDINATE ARE PROVIDED ON THE CONSTRUCTION PLANS. SUFFICIENT INFORMATION SHALL BE PROVIDED FOR THE ENGINEER TO MAKE A DETERMINATION IF THE CONSTRUCTED SYSTEM IS IN COMPLIANCE WITH THE PERMITTED PROJECT.
3. SWALE LOCATION WITH ELEVATION AT LOCATIONS WHERE ELEVATIONS ARE NOTED ON CONSTRUCTION PLANS.
4. PIPE MATERIALS IF DIFFERENT THAN CONSTRUCTION PLANS.
5. LOT GRADING WITH ELEVATIONS AT LOCATIONS NOTED ON THE PLANS TO SHOW THAT LOT DRAINAGE FLOWS IN THE DIRECTION SHOWN ON PLAN.

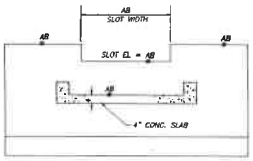


FITTING TYPE



DEFLECTION TYPE

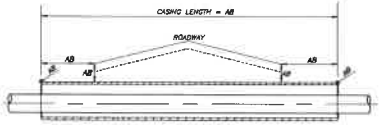
VERTICAL SEPARATION DETAIL



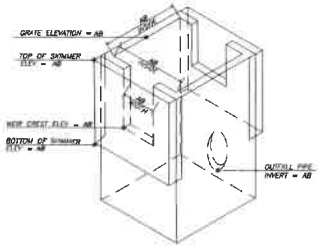
FRONT VIEW (POND SIDE)

FRONT VIEW (DISCHARGE SIDE)

TYPICAL WEIR



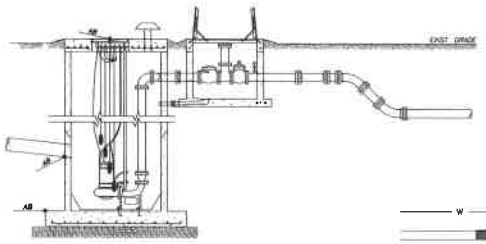
JACK AND BORE SECTION



TYPICAL

OUTFALL STRUCTURE DETAIL

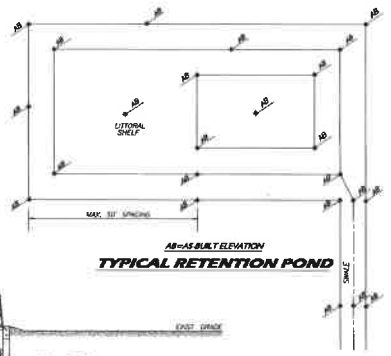
NTS

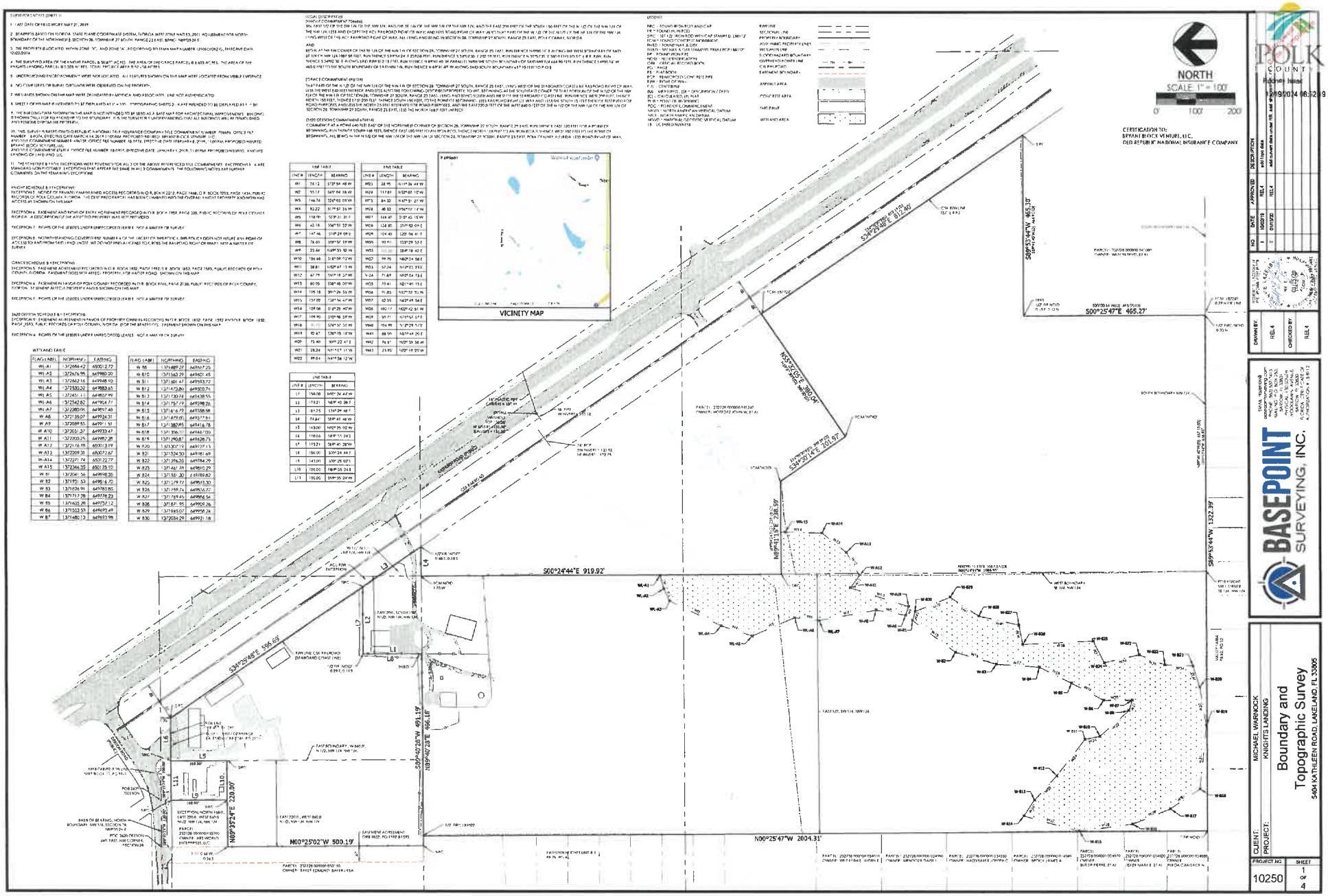


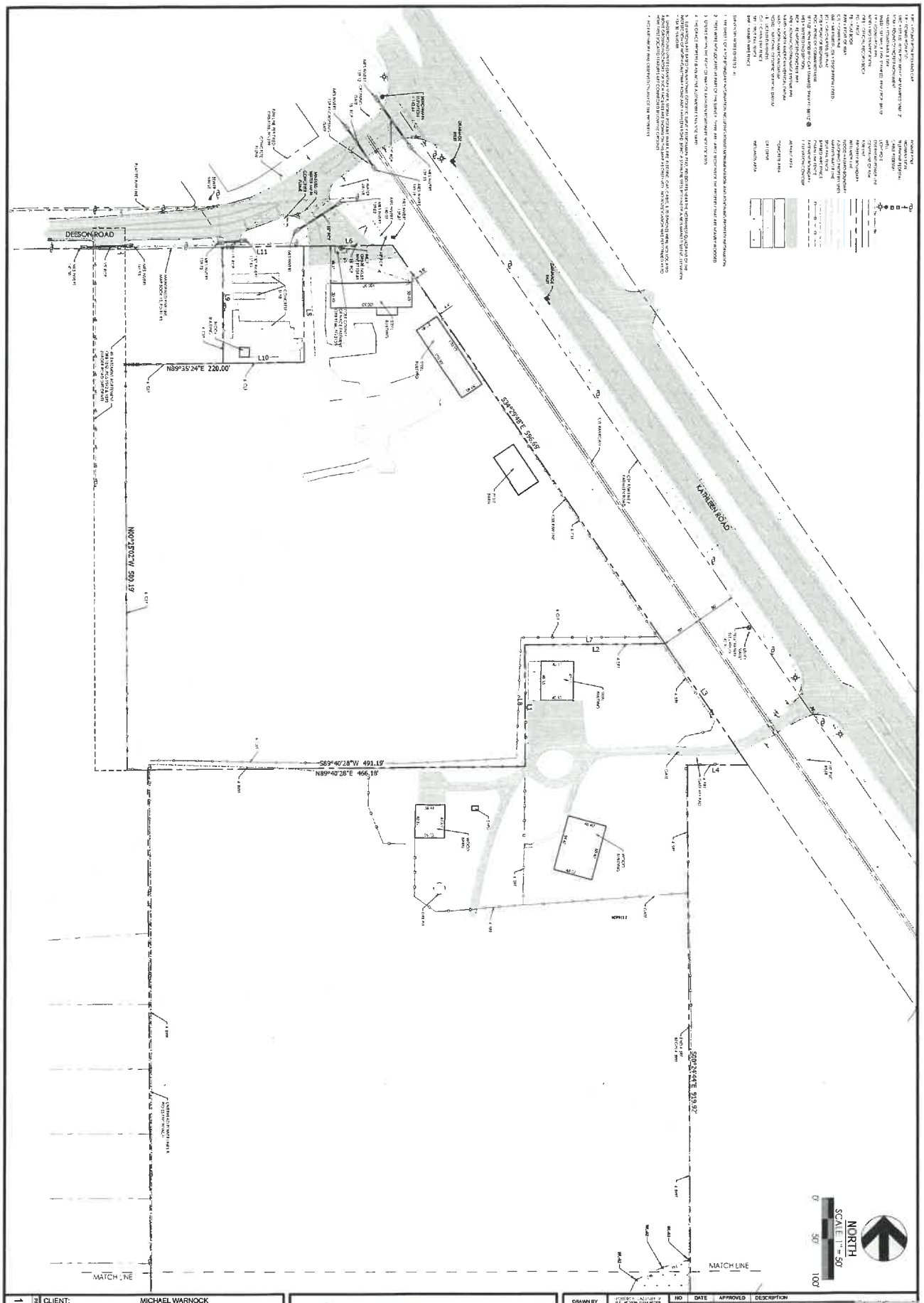
SECTION VIEW

LIFT STATION

N.T.S.


AB
AB
AB


SURVEYOR'S NOTES (SHEET 1)
LEGAL DESCRIPTION (PARCEL OF COMMITMENT 7066866)
AND
PARCEL OF COMMITMENT 6981396
VICINITY MAP
LEGEND
NORTH
SCALE: 1" = 100'
CERTIFICATION TO:
BRYANT BLOCK VENTURE, LLC.
OLD REPUBLIC NATIONAL INSURANCE COMPANY
LINE TABLE
WETLAND TABLE
S34°29'48"E 586.69'
S00°24'44"E 919.92'
S89°53'44"W 1322.39'
N00°25'47"W 2004.31'
N00°25'02"W 500.19'
N89°35'24"E 220.00'
S89°40'28"W 491.19'
N89°40'28"E 466.18'
S34°29'48"E 467.40'
S89°53'44"W 465.39'
S00°25'47"E 468.27'
N55°25'01"E 1380.04'
S34°30'14"E 201.97'
POINT OF BEGINNING
POB 3625' TO SECTION
BASE OF BEARING: NORTH BOUNDARY, NW1/4, SECTION 26, TOWNSHIP 27 SOUTH, RANGE 23 EAST
EXCEPTION: NORTH 1680 FEET OF EAST 2050 FEET OF WEST 5470 FEET OF NW1/4 OF NW1/4
PARCEL 232726 000000 053100
OWNER: BAKER EDWARD BAKER USA
PARCEL 232726 000000 034000
OWNER: MEYER DAVID W ET AL
PARCEL 232726 000000 034010
OWNER: MEYER DAVID W ET AL
PARCEL 232726 000000 034020
OWNER: MEYER DAVID W ET AL
PARCEL 232726 000000 034030
OWNER: HAZELBAKER JOSEPH D
PARCEL 232726 000000 034040
OWNER: SPENCE JANET A
PARCEL 232726 000000 034050
OWNER: HERNANDEZ PEDRO
PARCEL 232726 000000 034060
OWNER: HERNANDEZ PEDRO
PARCEL 232726 000000 034070
OWNER: HERNANDEZ PEDRO
PARCEL 232726 000000 034080
OWNER: PEREZ CANDACE N
PARCEL 232726 000000 034090
OWNER: PEREZ CANDACE N
PARCEL 232726 000000 034100
OWNER: MARTINEZ PEDRO
PARCEL 232726 000000 034110
OWNER: MARTINEZ PEDRO
PARCEL 232726 000000 034120
OWNER: MARTINEZ PEDRO
PARCEL 232726 000000 034130
OWNER: MARTINEZ PEDRO
PARCEL 232726 000000 034140
OWNER: MARTINEZ PEDRO
PARCEL 232726 000000



PROJECT NO	10250
SHEET	2 of 4
CLIENT:	MICHAEL WARNOCK
PROJECT:	KNIGHTS LANDING

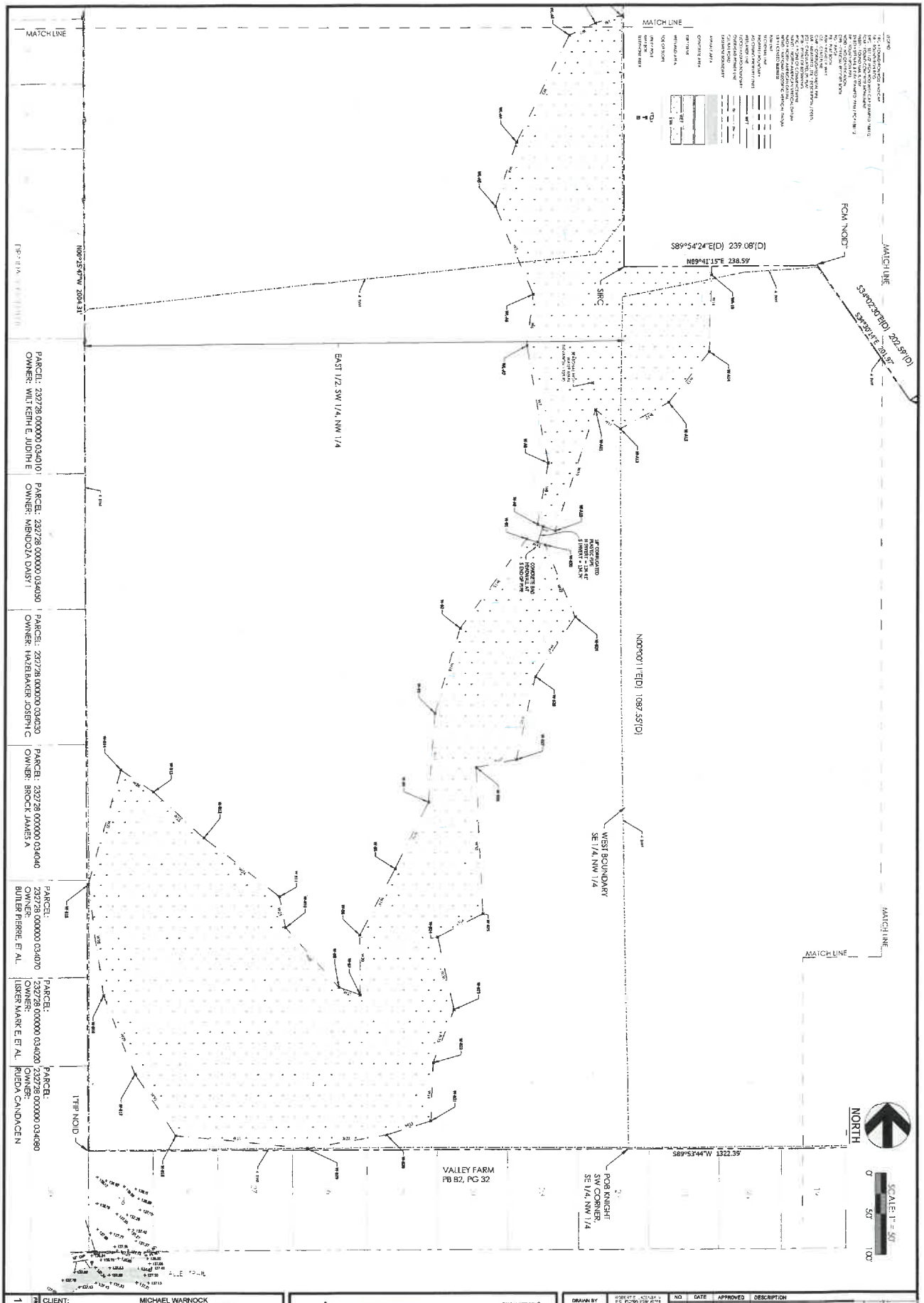
Boundary and Topographic Survey

5404 KATHLEEN ROAD, LAKELAND, FL 33805

BASEPOINT SURVEYING, INC.

DRAWN BY	CHECKED BY
REL4	REL4

NO	DATE	APPROVED	DESCRIPTION
1	10/02/19	REL4	add topo data
2	01/15/20	REL4	add culvert data under R/R, add [illegible]



PROJECT NO	10250
SHEET	3 of 4
CLIENT:	MICHAEL WARNOCK
PROJECT:	KNIGHTS LANDING

Boundary and Topographic Survey

5404 KATHLEEN ROAD, LAKELAND, FL 33805

BASEPOINT SURVEYING, INC.

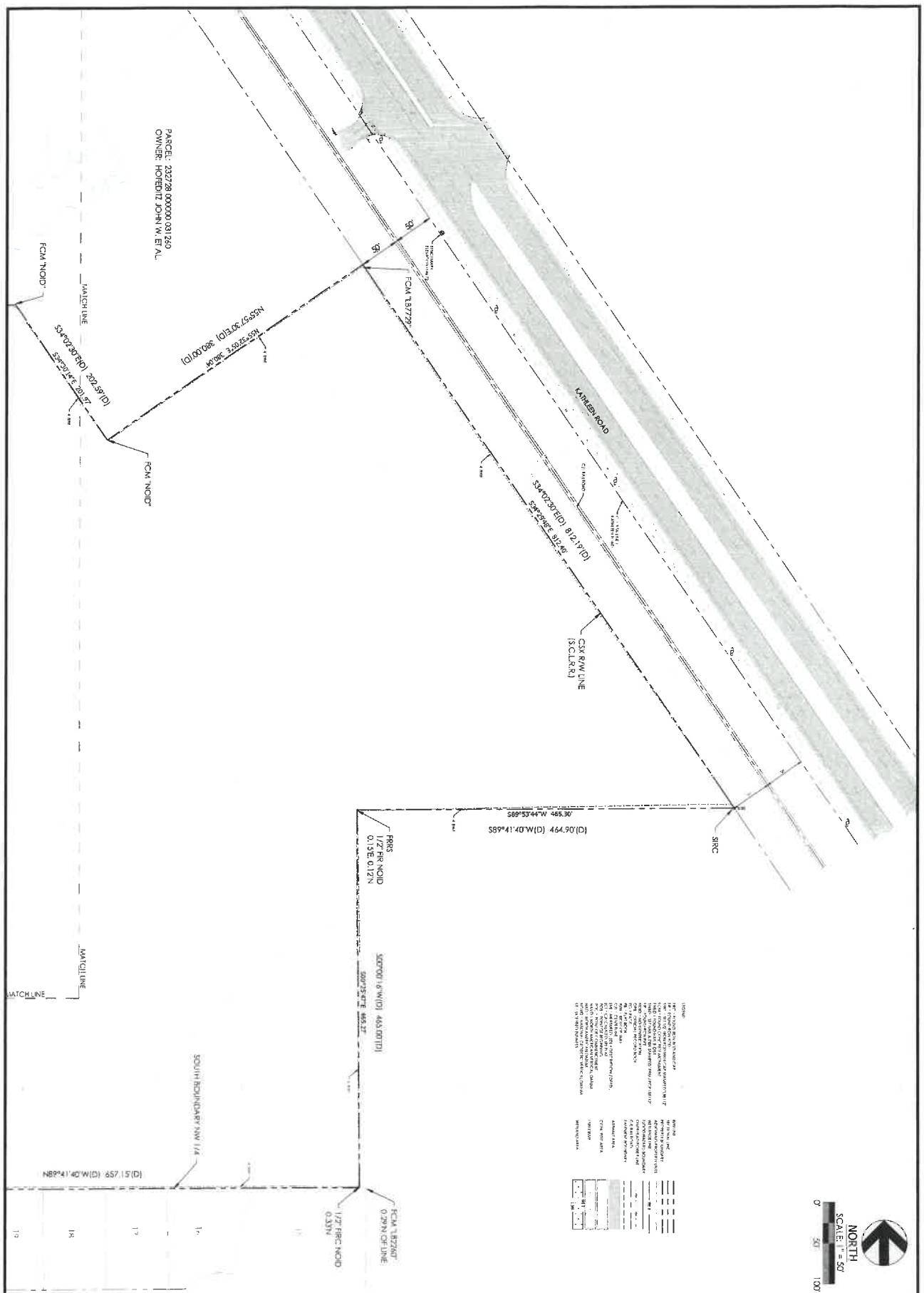
EMAIL: ROBERT@BASEPOINTSURVEYING.COM
PHONE: (863) 537-1313
MAILING: PO BOX 253
HARCOW, FL 33830
PHYSICAL: 1570 SOUTH MCCOLLAM AVENUE
BARTOW, FL 33830
FLORIDA CERTIFICATE OF AUTHORIZATION #: LB8172

DRAWN BY	CHECKED BY
REL4	REL4

ROBERT E. AZZARA, JR.
P.S.M. FLORIDA CERT. #6172
STATE OF FLORIDA
01/15/20

NO	DATE	APPROVED	DESCRIPTION
1	10/02/19	REL4	add topo data
2	01/15/20	REL4	add culvert data under RR, add sheet number

POLK COUNTY, FLORIDA
SURVEY DIVISION
REVIEWED
01/24/2020



PROJECT NO	10250
SHEET	4 OF 4
CLIENT:	MICHAEL WARNOCK
PROJECT:	KNIGHTS LANDING

Boundary and Topographic Survey

5404 KATHLEEN ROAD, LAKELAND, FL 33805

BASEPOINT SURVEYING, INC.

EMAIL: basepointsurveying@gmail.com
PHONE: (863) 537-1413
MAILING: P.O. BOX 253, BARTOW, FL 33830
PHYSICAL: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

DRAWN BY:	
REL4	
CHECKED BY:	
REL4	

NO	DATE	APPROVED	DESCRIPTION
1	10/02/19	REL4	add topo data
2	01/15/20	REL4	add culvert data under RR, add [illegible]

EXHIBIT B

(Engineer's Cost Estimate)

TRADITIONS ENGINEERING

ENGINEER'S COST ESTIMATE - PERFORMANCE SURETY

Project: Knights Landing Ph 2
Polk County Permit No. LDRES-2024-20

Description	Quantity	Unit	Unit Cost	Amount
Paving & Concrete				
1.5 in SD 9.5 Asphalt	66060	SF	$1.50	$99,090.00
6" Crushed Concrete Base	66060	SF	$1.65	$108,999.00
12" Stabilized Subgrade	79650	SF	$0.72	$57,082.50
2' Miami Curb	5330	LF	$15.15	$80,749.50
2' Curb Transitions	150	LF	$23.25	$3,487.50
3' Valley Gutter	240	LF	$26.92	$6,456.00
4" Thick Sidewalks	3,225	SF	$4.90	$15,802.50
ADA Dome Mats	120	SF	$42.08	$5,049.60
Stabilized Access Road				
6" Crushed Concrete	8100	SF	$1.68	$13,635.00
12" Stabilized Subgrade	8,595	SF	$0.72	$6,159.00
Clearing/Cleanup	1	EA	$17,866.00	$17,866.00
Potable Water System				
8" PVC	625	LF	$43.12	$26,937.60
8" DVP	25	LF	$88.55	$2,207.00
4" PVC	253	LF	$21.15	$5352.00
8" Gate Valve	4	EA	$2,771.00	$10,481.00
4" Gate Valve	2	EA	$1,750.00	$2,750.00
8" Tee	2	EA	$1,035.00	$2,090.00
8"x4" Reducer	1	EA	$552.00	$604.00
8" Bends	9	EA	$665.00	$5,970.00
4" Bends	1	EA	$440.00	$480.00
Single Service	6	EA	$1,575.00	$9,900.00
Double Service	14	EA	$2,405.00	$34,745.00
Fire Hydrant	1	EA	$8,075.00	$12,840.00
2" Auto Blowoff	1	EA	$8,490.00	$8,980.00
Chlorinate/Samples	6	EA	$710.00	$4,260.00
Testing (Onsite)	1	EA	$1,670.00	$1,670.00
8" PVC (Offsite)	97	LF	$49.95	$4,853.00
8" Directional Bore (Offsite)	272	LF	$74.75	$20,365.00
6" PVC (Offsite)	59	LF	$31.05	$1,821.00
6"x6" Wet Tap (Offsite)	1	EA	$6,015.00	$6,015.00
8" Gate Valve (Offsite)	2	EA	$2,770.00	$4,160.00
8"x6" Reducer (Offsite)	0.5	EA	$585.00	$295.00
8" Bends (Offsite)	5	EA	$667.00	$3,340.00
6" Bends (Offsite)	2	EA	$575.00	$865.00

TRADITIONS ENGINEERING

Chlorinate/Samples (Offsite)	2	EA	$715.00	$1,430.00
Testing (Offsite)	1	EA	$1,020.00	$1,020.00
Miscellaneous				
Weirs	1	EA	$18,940.00	$13,710.00
Mitered End Section	1	EA	$14,510.00	$10,510.00
TV Inspection	1	EA	$18,400.00	$18,400.00
Sod	1	LS	$59,562.00	$59,562.00
Material Testing	0.53	LS	$14,420.00	$6,820.00
Layout/Asbuilts	0.54	LS	$55,340.00	$25,440.00

Total Cost: **$722,249.20**
Bond Cost (110%): **$794,474.12**

A surety amount of **$794,474.12** is proposed. Your review and approval of the proposed surety amount is requested. If you have any questions, please don't hesitate to contact me at 863-397-1626 or cbrooker@traditions-eng.com

Charles R Brooker

Digitally signed by Charles R Brooker
Date: 2025.08.29 13:14:50 -04'00'

08/29/2025

Charles Brooker III, PE
License No. 88615

Date

Agenda Item R.21. 1/20/2026

SUBJECT

Approve an Interlocal Agreement with Highlands County for the expansion and renovation of the District 10 Medical Examiner's Office (Highlands to contribute $1,500,000)

DESCRIPTION

The District 10 Medical Examiner's Office, located at 1021 Jim Keene Blvd, Winter Haven Florida, 33880, serves Polk County, Hardee County, and Highlands County.

The current facility, built in 2003, no longer meets the growing operational demands of the 10th Judicial Circuit of Florida. In the past two years, the Medical Examiner's Office has conducted more than 1,355 autopsies, a number which is expected to increase by 45% during the next 20 years due to the population growth of the three counties and the increased caseload complexity.

The current building is showing signs of structural and operational fatigue and fails to meet the administrative and operational standards required to efficiently serve the region's growing needs. The facility's limitations impact the timely and effective performance of critical medical examiner functions, which are vital to public health, law enforcement investigations, and judicial processes.

A feasibility study completed by Furr, Wegman and Banks Architects on March 5, 2024, confirmed the need for expansion and renovation. The estimated construction cost for a suitable expansion and renovation is Fifteen Million Five Hundred Thousand Dollars ($15,500,000.00).

Polk County issued RFP 25-186 for architectural and engineering services and selected PBK Architects Florida, Inc. for the project. The Notice to Proceed was issued October 2, 2025. Highlands County has agreed to contribute One Million Five Hundred Thousand Dollars ($1,500,000.00) toward the expansion and renovation of the Medical Examiner's Office, to be issued in 1 installment.

RECOMMENDATION

Approve an Interlocal Agreement with Highlands County for the expansion and renovation of the District 10 Medical Examiner's Office.

FISCAL IMPACT

No Fiscal impact to the County. Highlands County to contribute $1,500,000.

CONTACT INFORMATION

Noah Milov

Assistant County Attorney

863-534-7664

INTERLOCAL AGREEMENT BETWEEN POLK COUNTY, FLORIDA AND HIGHLANDS COUNTY, FLORIDA FOR EXPANSION AND RENOVATION OF THE POLK COUNTY MEDICAL EXAMINER'S FACILITY

This AGREEMENT is made and entered into by and between Highlands County, Florida, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida, 33870 ("HIGHLANDS COUNTY") and Polk County, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 ("POLK COUNTY"). HIGHLANDS COUNTY, and POLK COUNTY are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, POLK COUNTY and HIGHLANDS COUNTY are authorized under Chapter 163, Florida Statutes, to enter into an Interlocal Agreement to make the most efficient use of their respective powers, resources, authorities and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services provided for herein in a manner that will best utilize existing resources, powers and capabilities available to each of them; and

WHEREAS, the District 10 Medical Examiner's Office, located at 1021 Jim Keene Blvd, Winter Haven Florida, 33880 (the "Medical Examiner's Office") serves POLK COUNTY, HIGHLANDS COUNTY, and Hardee County; and

WHEREAS, POLK COUNTY is the fastest growing county in Florida and one of the fastest growing counties in the country; and

WHEREAS, as a result of the population growth, the Medical Examiner's Office has outgrown its current facility; and

WHEREAS, A feasibility study, completed by Furr, Wegman and Banks Architects on March 5, 2024, confirmed the need for expansion; and

WHEREAS, the estimated construction cost for a suitable expansion and renovation is Fifteen Million Five Hundred Thousand Dollars ($15,500,000.00); and

WHEREAS, POLK COUNTY solicited for professional services via Request for Proposal (RFP) 25-186 for "Architectural and Engineering Services for Medical Examiner's Office Expansion," and;

WHEREAS, Pursuant to RFP 25-186, POLK COUNTY selected PBK Architects Florida, Inc. (formerly Harvard Jolly, Inc.) to undertake the expansion and renovation of the Medical Examiner's Office; and

WHEREAS, POLK COUNTY and PBK Architects Florida, Inc. entered into an Architectural & Engineering Services Agreement on September 2, 2025, for the expansion and renovation of the Medical Examiner's Office; and

WHEREAS, POLK COUNTY issued the Notice to Proceed on October 2, 2025; and

WHEREAS, because the Medical Examiner's Office also serves HIGHLANDS COUNTY, HIGHLANDS COUNTY has agreed to contribute toward the Medical Examiner's Office expansion and renovation in the amount of One Million Five Hundred Thousand Dollars ($1,500,000.00); and

WHEREAS, POLK COUNTY and HIGHLANDS COUNTY desire to have a formal written agreement related to the expansion and renovation of the Medical Examiner's Office and HIGHLANDS COUNTY'S contribution thereof; and

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

ARTICLE I
RECITALS, AUTHORITY, PURPOSE, AND DEFINITIONS

1.1 **Recitals.** The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the Parties agree is the basis for this Agreement.

1.2 **Authority.** This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes; Chapter 166, Florida Statutes; Chapter 125, Florida Statutes; and other applicable provisions of law

1.3 **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which HIGHLANDS COUNTY shall contribute to the funding of the Medical Examiner's Office expansion and renovation.

1.4 **Definitions.** The capitalized terms contained herein shall be defined as set forth in the above recitals or as specified in the following paragraphs.

ARTICLE II
AGREEMENT

2.1 **HIGHLANDS COUNTY'S Obligations Under this Agreement.** HIGHLANDS COUNTY hereby agrees to assist POLK COUNTY with the Medical Examiner's Office expansion and renovation. HIGHLANDS COUNTY shall provide a single one-time payment to POLK COUNTY in the amount of One Million Five Hundred Thousand Dollars ($1,500,000.00).

2.2 **POLK COUNTY'S Obligations Under this Agreement.** POLK COUNTY shall diligently pursue the completion of the expansion and renovation being financed with the proceeds of this Agreement. POLK COUNTY shall use all funds provided by HIGHLANDS COUNTY under this Agreement solely for the expansion and renovation of the Medical Examiner's Office.

2.3 **Payment Terms**. POLK COUNTY shall issue an invoice to HIGHLANDS COUNTY no later than thirty (30) days after the Effective Date of this Agreement. HIGHLANDS

COUNTY shall remit payment no later than sixty (60) days upon receipt of the invoice.

2.4 **Audit Records**. Pursuant to Section 129.07 F.S., and Section 163.01(11), F.S., POLK COUNTY shall maintain accurate financial records of all funds received and expended under this Agreement for five (5) years. Upon request POLK COUNTY shall provide HIGHLANDS COUNTY with an accurate accounting of the expenditures made with the funds provided by HIGHLANDS COUNTY in accordance herewith. If any expenditure is found to be inconsistent with this Agreement, POLK COUNTY shall reimburse HIGHLANDS COUNTY for the disallowed amount within thirty (30) days of written notice.

ARTICLE III
MISCELLANEOUS PROVISIONS

3.1 **Notice.** Whenever a Party desires to give notice to any other Party, it must be given by written notice delivered: (i) via registered or certified United States mail, postage prepaid with return receipt requested or (ii) via nationally recognized overnight delivery service and addressed to the Party for whom it is intended at the place last specified by each Party. Notices hereunder may also be delivered by counsel. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

3.1.1 Notices to POLK COUNTY shall be:

Chairman
Polk County Board of County Commissioners
P.O. Box 9005
Bartow, Florida 33830

With a copy to:

County Attorney
Polk County Board of County Commissioners
P.O. Box 9005, Drawer AT01
Bartow, Florida 33830

3.1.2 Notices to HIGHLANDS COUNTY shall be:

Highlands County
Attn: Laurie Hurner, County Administrator
600 South Commerce Avenue
Sebring, FL 33870

With a copy to:

Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, FL 33870
ssutphen@roperpa.com

3.2 **Severability.** If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

3.3 **Effective Date.** Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be effective upon the recording of the fully executed Agreement with the Clerks of the Circuit Court of POLK and HIGHLANDS COUNTIES, whichever is last.

3.4 **Days.** The term days in this Agreement shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or federal holiday.

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

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

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

3.8 **Modification or Extension.** This Agreement may only be modified or extended in time by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

3.9 **Integration.** This Agreement sets forth the entire agreement between the Parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the matters stated herein, whether written or oral.

3.10 **Counter parts.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

3.11 **Indemnification.** To the extent permitted by law, and without waiving sovereign immunity pursuant to Section 768.28, Florida Statutes, each Party will indemnify the other from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses,

including attorney's fees, arising from or incurred because of any loss or damage sustained as a result of the indemnifying Party's failure to comply with the provisions of this Agreement. Nothing herein shall be deemed a waiver, express or implied, of either Party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

3.12 **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida..

3.13 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto.

3.14 **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.15 **Disclaimer of Third-Party Rights.** Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than POLK COUNTY and HIGHLANDS COUNTY.

3.16 **Termination.** Any Party may terminate this Agreement, for convenience upon ninety (90) days written notice to the other, or immediately for cause if the other party breaches this Agreement and fails to cure such breach within thirty (30) days written notice of the breach. On or before the expiration of the notice period related to the termination, POLK COUNTY shall provide HIGHLANDS COUNTY with an accounting of all expenditures made utilizing the funds contributed by HIGHLANDS COUNTY in accordance herewith. POLK COUNTY shall return any portion of the contribution which is not utilized for the purposes set forth herein as of the date that the notice of termination is provided. Such amounts shall be returned to HIGHLANDS within thirty (30) days after the expiration of the notice period related to the termination of this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Agreement on the date indicated below.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Don Elwell, Chairman

Date: _____

ATTEST:
Jerome Kaszubowski, Clerk of the Board

By: _____

Print Name:

Title: _____

(SEAL)

Reviewed as to Form and Legal Sufficiency

By: _____

County Attorney's Office

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Martha Santiago, Ed. D, Chair

Date: _____

ATTEST:
Stacy M. Butterfield, Clerk to the Board

By: _____

Print Name:

Title: _____

(SEAL)

Reviewed as to Form and Legal Sufficiency

By: _____

County Attorney's Office

Agenda Item R.22. 1/20/2026

SUBJECT

Approve an Interlocal Agreement with Hardee County for the expansion and renovation of the District 10 Medical Examiner's Office (Hardee to contribute $500,000)

DESCRIPTION

The District 10 Medical Examiner's Office, located at 1021 Jim Keene Blvd, Winter Haven Florida, 33880, serves Polk County, Hardee County, and Highlands County.

The current facility, built in 2003, no longer meets the growing operational demands of the 10th Judicial Circuit of Florida. In the past two years, the Medical Examiner's Office has conducted more than 1,355 autopsies, a number which is expected to increase by 45% during the next 20 years due to the population growth of the three counties and the increase caseload complexity.

The current building is showing signs of structural and operational fatigue and fails to meet the administrative and operational standards required to efficiently serve the region's growing needs. The facility's limitations impact the timely and effective performance of critical medical examiner functions, which are vital to public health, law enforcement investigations, and judicial processes.

A feasibility study, completed by Furr, Wegman and Banks Architects on March 5, 2024, confirmed the need for expansion and renovation. The estimated construction cost for a suitable expansion is Fifteen Million Five Hundred Thousand Dollars ($15,500,000.00).

Polk County issued RFP 25-186 for architectural and engineering services and selected PBK Architects Florida, Inc. for the project. The Notice to Proceed was issued October 2, 2025. Hardee County has agreed to contribute Five Hundred Thousand Dollars ($500,000.00) toward the expansion of the Medical Examiner's Office, to be issued in 2 installments.

RECOMMENDATION

Approve an Interlocal Agreement with Hardee County for the expansion and renovation of the District 10 Medical Examiner's Office.

FISCAL IMPACT

No Fiscal impact to the County. Hardee County to contribute $500,000

CONTACT INFORMATION

Noah Milov

Assistant County Attorney

863-534-7664

INTERLOCAL AGREEMENT BETWEEN POLK COUNTY, FLORIDA AND HARDEE COUNTY, FLORIDA FOR EXPANSION AND RENOVATION OF THE POLK COUNTY MEDICAL EXAMINER'S FACILITY

This AGREEMENT is made and entered into by and between Hardee County, Florida, a political subdivision of the State of Florida, whose address is 412 West Orange Street, Wauchula, Florida 33873 ("HARDEE COUNTY") and Polk County, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 ("POLK COUNTY"). HARDEE COUNTY, and POLK COUNTY are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, POLK COUNTY and HARDEE COUNTY are authorized under Chapter 163, Florida Statutes, to enter into an Interlocal Agreement to make the most efficient use of their respective powers, resources, authorities and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services provided for herein in a manner that will best utilize existing resources, powers and capabilities available to each of them; and

WHEREAS, the District 10 Medical Examiner's Office, located at 1021 Jim Keene Blvd, Winter Haven Florida, 33880 (the "Medical Examiner's Office") serves POLK COUNTY, HARDEE COUNTY, and Highlands County; and

WHEREAS, POLK COUNTY is the fastest growing county in Florida and one of the fastest growing counties in the country; and

WHEREAS, as a result of the population growth, the Medical Examiner's Office has outgrown its current facility; and

WHEREAS, A feasibility study, completed by Furr, Wegman and Banks Architects on March 5, 2024, confirmed the need for expansion; and

WHEREAS, the estimated construction cost for a suitable expansion is Fifteen Million Five Hundred Thousand Dollars ($15,500,000.00); and

WHEREAS, POLK COUNTY solicited for professional services via Request for Proposal (RFP) 25-186 for "Architectural and Engineering Services for Medical Examiner's Office Expansion," and;

WHEREAS, Pursuant to RFP 25-186, POLK COUNTY selected PBK Architects Florida, Inc. (formerly Harvard Jolly, Inc.) to undertake the expansion and renovation of the Medical Examiner's Office; and

WHEREAS, POLK COUNTY and PBK Architects Florida, Inc. entered into an

Architectural & Engineering Services Agreement on September 2, 2025, for the expansion and renovation of the Medical Examiner's Office; and

WHEREAS, POLK COUNTY issued the Notice to Proceed on October 2, 2025; and

WHEREAS, HARDEE COUNTY has agreed to contribute toward the Medical Examiner's Office expansion and renovation in the amount of Five Hundred Thousand Dollars ($500,000.00); and

WHEREAS, POLK COUNTY and HARDEE COUNTY desire to have a formal written agreement for the expansion and renovation of the Medical Examiner's Office; and

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

ARTICLE I
RECITALS, AUTHORITY, PURPOSE, AND DEFINITIONS

1.1 **Recitals.** The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the Parties agree is the basis for this Agreement.

1.2 **Authority.** This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes; Chapter 166, Florida Statutes; Chapter 125, Florida Statutes; and other applicable provisions of law

1.3 **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which HARDEE COUNTY shall contribute to the funding of the Medical Examiner's Office expansion and renovation.

1.4 **Definitions.** The capitalized terms contained herein shall be defined as set forth in the above recitals or as specified in the following paragraphs.

ARTICLE II
AGREEMENT

2.1 **HARDEE COUNTY'S Obligations Under this Agreement.** HARDEE COUNTY hereby agrees to assist POLK COUNTY with the Medical Examiner's Office expansion and renovation. HARDEE COUNTY shall provide POLK COUNTY with a total payment of Five Hundred Thousand Dollars ($500,00.00) to be paid in two equal installments as follows:

A. The first installment of Two Hundred Fifty Thousand Dollars ($250,000.00) shall be paid within thirty (30) days after the start of the fiscal year beginning January 1, 2026; and
B. The second installment of Two Hundred Fifty Thousand Dollars ($250,000.00) shall be paid within ninety (90) days after the start of the fiscal year beginning October 1, 2026.

2.2 **POLK COUNTY'S Obligations Under this Agreement.** POLK COUNTY shall diligently pursue the completion of the expansion and renovation being financed with the proceeds of this Agreement. POLK COUNTY shall use all funds provided by HARDEE COUNTY

under this Agreement solely for the expansion and renovation of the Medical Examiner's Office.

2.3 **Payment Terms**.

A. POLK COUNTY shall issue the first invoice no later than thirty (30) days after January 1, 2026.
B. POLK COUNTY shall issue the second invoice no later than thirty (30) days after October 1, 2026.
C. HARDEE COUNTY shall remit payment within sixty (60) days upon receipt of a proper invoice.

2.4 **Audit Records**. Pursuant to Section 129.07 F.S., and Section 163.01(11), F.S., POLK COUNTY shall maintain accurate financial records of all funds received and expended under this agreement for five (5) years. If any expenditure is found to be inconsistent with this Agreement, POLK COUNTY shall reimburse HARDEE COUNTY for the disallowed amount within sixty (60) days of written notice.

ARTICLE III
MISCELLANEOUS PROVISIONS

3.1 **Notice.** Whenever a Party desires to give notice to any other Party, it must be given by written notice delivered: (i) via registered or certified United States mail, postage prepaid with return receipt requested or (ii) via nationally recognized overnight delivery service and addressed to the Party for whom it is intended at the place last specified by each Party. Notices hereunder may also be delivered by counsel. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

3.1.1 Notices to POLK COUNTY shall be:

Chairman
Polk County Board of County Commissioners
P.O. Box 9005
Bartow, Florida 33830

With a copy to:

County Attorney
Polk County Board of County Commissioners
P.O. Box 9005, Drawer AT01
Bartow, Florida 33830

3.1.2 Notices to HARDEE COUNTY shall be:

County Administrator Hardee County Board of County Commissioners
412 West Orange Street
Wauchula, FL 33873

With a copy to:

County Attorney
Hardee County Board of County Commissioners

412 West Orange Street
Wauchula, FL 33873

3.2 **Severability.** If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

3.3 **Effective Date.** Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be effective upon the recording of the fully executed Agreement with the Clerks of the Circuit Court of POLK and HARDEE COUNTIES, whichever is last.

3.4 **Days.** The term days in this Agreement shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or federal holiday.

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

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

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

3.8 **Modification or Extension.** This Agreement may only be modified or extended in time by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

3.9 **Integration.** This Agreement sets forth the entire agreement between the Parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the matters stated herein, whether written or oral.

3.10 **Counter parts.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

3.11 **Indemnification.** To the extent permitted by law, and without waiving sovereign immunity pursuant to Section 768.28, Florida Statutes, each Party will indemnify the other from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses, including attorney's fees, arising from or incurred because of any loss or damage sustained as a result of the indemnifying Party's failure to comply with the provisions of this Agreement. Nothing herein shall be deemed a waiver, express or implied, of either Party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

3.12 **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida.

3.13 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto.

3.14 **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.15 **Disclaimer of Third-Party Rights.** Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than POLK COUNTY and HARDEE COUNTY.

3.16 **Termination.** Any Party may terminate this Agreement, of convenience upon ninety days written notice to the other, or for cause if the other party materially breaches this Agreement and fails to cure such a breach within thirty (30) days written notice of such a breach.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Agreement on the date indicated below.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Noey Flores, Chairman

Date: 12/5/25

ATTEST:

By: _____
Victoria L. Rogers, Ex-Officio Clerk to the Board of County Commissioners
Board Approved: 12/04/2025
Date Signed: 12/09/2025

Reviewed as to Form and Legal Sufficiency

By: _____
County Attorney's Office

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
T.R. Wilson, Chairman

Date: _____

ATTEST:
Stacy M. Butterfield, Clerk to the Board

By: _____

Print Name:

Title: _____

(SEAL)

Reviewed as to Form and Legal Sufficiency

By: _____
County Attorney's Office

Polk County

Board of County Commissioners

Agenda Item R.23. 1/20/2026

SUBJECT

Approve Agreement with Cynet Health, Inc. to provide recruitment services of mental health provider positions for community mental health agencies. ($2,000,000.00 of 5 year period)

DESCRIPTION

On September 16, 2025, the Board approved the selection committee's recommendation and authorized staff to negotiate an agreement with Cynet Health for Request for Proposal (RFP) 25-482, Recruitment Services for Mental Health Provider Positions.

Cynet Health will provide recruitment services for mental health provider positions which consist of job candidate sourcing, recruitment, screening, and placement services for Community Mental Health Agencies (CMHA) who partner with Polk County to provide mental health care services for residents with opioid use disorder and substance abuse. CMHA's are experiencing difficulties with recruiting certain mental health positions including, but not limited to physicians, psychiatric - mental health advanced practice registered nurses, psychiatric physician assistants, RN's, LPN's, licensed therapists, and inpatient behavioral health technicians.

The Florida Opioid Allocation and Statewide Response agreement between the State of Florida Department of Legal Affairs, office of the Attorney General and Polk County allows for opioid funding to be used in forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders.

The term of the agreement is for a five-year term.

RECOMMENDATION

Request Board approve agreement with Cynet Health, Inc. to provide recruitment services of mental health provider positions for community mental health agencies.

FISCAL IMPACT

Funds are available in the Opioid Abatement Settlement Fund.

CONTACT INFORMATION

Brad Howard

Sr. Procurement Analyst

bradhoward@polk-county.net <mailto:bradhoward@polk-county.net>
863-534-6706

AGREEMENT FOR RECRUITMENT SERVICES FOR MENTAL HEALTH PROVIDER POSITIONS

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and Cynet Health Inc (the "Vendor"), a Delaware corporation, headquartered at 21000 Atlantic Blvd, Suite 700, Sterling, VA 20166, and whose Federal Employer Identification Number is 81-1318967.

WHEREAS, the Vendor has considerable expertise in recruitment services for mental health provider positions; and

WHEREAS, the County desires to employ the Vendor to provide recruitment services for mental health provider positions to Polk County Health and Human Services Division; and

WHEREAS, the County has solicited for these vendor services via an advertised request for proposal ("RFP 25-482") and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Vendor to provide it the recruitment services for mental health provider positions; and

WHEREAS, the Vendor is able and agreeable to providing the County the recruitment services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

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

1.0 **Effective Date; Term**

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

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

2.0 **Vendor Services**

2.1 The County does hereby retain the Vendor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #25-482, to include all attachments and addenda and (ii) the Vendor's

responsive proposal thereto (collectively, (i) and (ii) are "RFP 25-482"), all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

3.0 **Compensation**

3.1 General

3.1.1 In consideration for its providing the Services, the County shall pay the Vendor a fee of 12 percent in accordance with the fee schedule forth in Exhibit “B” which is attached hereto and made a part of this Agreement (the “Fee Schedule”).

3.1.2 All the Vendor’s invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.3 The Vendor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Health and Human Services Division
330 West Church Street
Bartow, Florida 33830
Attention: Behavioral Health Program Manager

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

3.1.5 The County’s payment of the Final Invoice shall not constitute evidence of the County’s acceptance of the Vendor’s performance of the Service or the County’s acceptance of any work.

3.1.6 By its submission of an invoice, the Vendor’s project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

3.1.7 No CPI increases or other annual adjustments will be permitted for this Agreement.

4.0 **Vendor's Responsibilities**

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

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

5.0 **Ownership of Documents**

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

6.0 **Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Vendor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Vendor. Upon receipt of such notice, the Vendor shall:

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

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

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

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

7.0 **No Contingent Fees**

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

8.0 **Assignment**

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

9.0 **Professional Associates and Subcontractors**

If the Vendor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Vendor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Vendor utilizes any professional associates or subcontractors in the delivery of the Services then the Vendor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Vendor shall not relieve the Vendor of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii)

any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 **Insurance Requirements**

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

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

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

Premises and Operations:

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

Independent Contractors:

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

Workers Compensation. $1,000,000; statutory benefits, including those that may be required by any applicable federal statute.

11.2 The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences.

11.3 Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed

11.4 General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County.

11.5 The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above.

11.6 All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII.

11.7 The Vendor's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County.

11.8 In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

12.0 **Public Entity Crimes**

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

13.0 **Non-Discrimination**

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

14.0 **Designation of Party Representatives**

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

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

15.0 **All Prior Agreements Superseded**

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

16.0 **Modifications, Amendments or Alterations**

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

17.0 **Independent Contractor**

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

18.0 **Public Records Law**

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

control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

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

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

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

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

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

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

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET

19.0 **Compliance with Laws and Regulations**

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

County to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor.

20.0 **Governing Law and Venue**

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

21.0 **Notices**

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

For County: Health and Human Services Division
330 West Church Street
Bartow, Florida 33830
Attention: Behavioral Health Program Manager

For Vendor: Cynet Health Inc
21000 Atlantic Blvd, Suite 700
Sterling, VA 20166
Attention: Damian Florio

22.0 Severability

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

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

23.0 Annual Appropriations

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

24.0 Employment Eligibility Verification (E-VERIFY)

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

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

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a

violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Vendor Representations

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

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

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

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

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

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

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

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

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

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

26.0 Default and Remedy

If the Vendor materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Vendor receives written notice of the default

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

27.0 Limitation of Liability

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

28.0 Waiver

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

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined

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

31.0 Key Personnel

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

Name: Ashwani Mayur, co-CEO

Name: Briana Silva, Sr. Director

Name: Damian Florio, Sr. Business Development

Name: Mark Fucci, Chief Strategy Officer

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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

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

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

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

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

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

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

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

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has

been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

33. No Construction Against Drafter

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

34. Unauthorized Alien(s)

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

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

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: _____
Martha Santiago, Ed. D., Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

_____ 11/25/2025
County Attorney's Office Date

ATTEST:

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

Cynet Health Inc,
a Delaware corporation

By: _____

_____
PRINT NAME

_____
TITLE

SEAL

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

(Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-482, Recruitment Services for Mental Health Provider Positions

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Affidavit Regarding the Use of Coercion for Labor or Services

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

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

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

Further Affiant sayeth naught.

_____
NONGOVERNMENTAL ENTITY

_____
SIGNATURE

_____
PRINT NAME

_____
TITLE

_____
DATE

EXHIBIT “A”

EXHIBIT "B"

FEE SCHEDULE

The recruitment fee shall be 12% of the negotiated salary for each person recruited. Salaries for each recruit will be negotiated by the respective Community Mental Health Agency.

Agenda Item R.24. 1/20/2026

SUBJECT

Approve the Wildland Conservation (Wildlands), Inc. Scope of Services Agreement with the County to provide Land management support to the Environmental Lands Program. (Fiscal Impact $195,000)

DESCRIPTION

Parks and Natural Resources currently manage 15 properties in Polk County for the protection of water and natural resources. At times the County may need assistance to implement certain land management tasks that may include but are not limited to conducting property inventories, developing management plans, monitoring rare or invasive species, conducting mechanical treatments, overseeing timber harvesting and/or executing prescribed fires. Other tasks needed to support the program may include environmental education and assistance with developing a conservation bank.

To address the need for additional support with land management, the County entered into a Memorandum of Agreement (MOA) with WILDLANDS, December 2023 and ends September 30, 2028. The agreement provides the foundation and enables the working relationship between WILDLANDS, a nonprofit environmental organization, and the COUNTY to function. The agreement establishes the process for the nonprofit, WILDLANDS, to work with County staff to develop an annual scope of work that may be approved by the County. Once the scope of work is approved a purchase order will be issued. The agreement authorizes the County Manager to approve scope of works with Wildlands to assist with land management activities. The Scope of Services Agreement will assist the County in Land Management Planning and Research/ Data Analysis necessary to perform successful land management activities. The Scope is an amount not to exceed $195,000 and has an end date of one year, after date approved by the County Manager.

Approval of this scope will assist staff with meeting the expectations and maintaining the standards of the Environmental Lands Program.

RECOMMENDATION

Approve the Wildland Conservation (Wildlands), Inc. Scope of Services Agreement with the County to provide Land management support to the Environmental Lands Program.

FISCAL IMPACT

Funds of $195,000 are budgeted and allocated in the Environmental Lands Management Fund.

CONTACT INFORMATION

Tabitha Biehl, Director
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net

Wildlands Conservation
Preserving Our Natural Places

November 17, 2025

Wildlands Conservation, Inc.
SCOPE OF SERVICES AGREEMENT
From October 1, 2025 To September 30, 2026

GENERAL
This document will define the scope of services to be provided by Wildlands Conservation, Inc. (WILDLANDS) to Polk County, a political subdivision of the state of Florida (COUNTY) as defined by the COUNTY Purchase Order No._____

OBJECTIVE
The primary focus of this project is for WILDLANDS to provide the COUNTY's Parks and Natural Resources Division with land management support, monitoring, and data analysis, as needed at Parks and Preserves in Polk County. WILDLANDS deliverables shall be determined on a task by task basis, as requested from the County.

TASK 1: LAND MANAGEMENT PLANNING
At the County's request, WILDLANDS shall provide land management support for services including, but not limited to:

- Resource Management Plan development (Friedlander and Masterpiece management plans)
- Environmental Site Assessments (Level 1 and 2)
- Baseline Document Reports
- Environmental Planning
- Potential acquisition site assessments
- Resource monitoring (vegetative monitoring, wildlife monitoring)
- Land Management Implementation (invasive species treatment, prescribed burning, etc.)

Not to Exceed $100,000

TASK 2: CREDIT BANKING
Wildlands shall provide support, as needed, to all forms of credit banking including: preliminary site assessments, agency coordination, development of prospectus documents, development of permits, site management, and monitoring. These services may be applied to:

- Conservation Banks (listed species)
- Mitigation Banks (wetlands)
- Gopher Tortoise Recipient Sites

Not to Exceed: $80,000. Includes review and evaluation of permitted skink bank (Masterpiece) and permitting of a tortoise recipient site.

WILDLANDS is experienced in all facets of these particular types of resource opportunities and can guide the COUNTY through these processes.

TASK 3: MONITORING AND DATA ANALYSIS

WILDLANDS can assist the COUNTY with the design and implementation of monitoring projects that answer key questions related to natural resource management and protection. The purpose of county-related monitoring is to obtain a better understanding of the best ways to manage their natural resources from both an effectiveness and cost efficiency standpoint.

Not to Exceed: $10,000. This is for assessment of skink populations, jay populations, or whatever the county priorities are.

TASK 4: ENVIRONMENTAL EDUCATION

WILDLANDS shall provide the COUNTY environmental education support in any and all areas of their staff's expertise including, but not limited to:

- Youth instruction and school programming
- Gopher tortoise training
- Land Management
- Environmental banking
- Herpetofaunal identification
- Birding by ear
- Wildlife tracking

Not to Exceed: $5,000

(see attached Fee Schedule)

WILDLANDS shall develop cost proposals for each task assignment using the attached fee schedule that provides hourly rates for all personnel. These rates shall remain in effect throughout the duration of this MOU (2023 through 2028).

Contract Details:

TASK#/DESCRIPTION

TASK 1: LAND MANAGEMENT	**$100,000**
TASK 2: CREDIT BANKING	**$80,000**
TASK 3: MONITORING AND DATA ANALYSIS	**$10,000**
TASK 4: ENVIRONMENTAL EDUCATION	**$5,000**

TOTAL PROJECT COST **$195,000**

WILDLANDS CONSERVATION FEE SCHEDULE

2023-2028	Billing Rate
Project Manager	$ 110.00
Research Director	$ 105.00
Senior Ecologist	$ 100.00
Ecologist	$ 90.00
Land Manager	$ 90.00
GIS Analyst	$ 90.00
GIS Technician	$ 65.00
Environmental Technician	$ 50.00
Interns	$ 20.00
ATV daily rate	$ 100.00
Kubota daily rate	$ 150.00
Drone daily rate	$ 50.00
Brush Truck daily rate	$ 150.00

David Sumpter, Executive Director
Wildlands Conservation, Inc.
(813) 610-0051
dsumpter@wildlandsconservation.org

Approved By:

Date Approved:

Martha Santiago, Commissioner

Subject
Approve the Wildland Conservation (Wildlands), Inc. Scope of Services Agreement with the County to provide Land management support to the Environmental Lands Program. **(Fiscal Impact $195,000)**

Description
Parks and Natural Resources currently manage 15 properties in Polk for the protection of water and natural resources. At times the County may need assistance to implement certain land management tasks that may include but are not limited to conducting property inventories, developing management plans, monitoring rare or invasive species, conducting mechanical treatments, overseeing timber harvesting and/or executing prescribed fires. Other tasks needed to support the program may include environmental education and assistance with developing a conservation bank.

To address the need for additional support with land management, the County entered into a Memorandum of Agreement (MOA) with WILDLANDS, December 2023 and ends September 30, 2028. The agreement provides the foundation and enables the working relationship between WILDLANDS, a nonprofit environmental organization, and the COUNTY to function. The agreement establishes the process for the nonprofit, WILDLANDS, to work with County staff to develop an annual scope of work that may be approved by the County. Once the scope of work is approved a purchase order will be issued. The agreement authorizes the County Manager to approve scope of works with Wildlands to assist with land management activities. The Scope of Services Agreement will assist the County in Land Management Planning and Research/ Data Analysis necessary to perform successful land management activities. The Scope is an amount not to exceed $195,000 and has an end date of one year, after date approved by the County Manager.

Approval of this scope will assist staff with meeting the expectations and maintaining the standards of the Environmental Lands Program.

Recommendation
Approve the Wildland Conservation (Wildlands), Inc. Scope of Services Agreement with the County to provide Land management support to the Environmental Lands Program.

Fiscal Impact
Funds of $195,000 are budgeted and allocated in the Environmental Lands Management Fund.

Contact Information
Tabitha Biehl, Director
Parks and Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Dane Norman
Noah Milov ✓

FROM: Candice Knothe (863) 534-7377 ext.230 (Name and Phone Number) DATE: 1/17/2025

RETURN TO: Candice Knothe PW06 (Name and Box Number) DIVISION: Parks and Natural Resources

BOARD AGENDA DATE: _____ COUNTY MANAGER ITEM: ☐

PROJECT: Approve Scope of Services between WILDLANDS and COUNTY.

CSA/CONTRACT NUMBER: _____

MODIFICATION NUMBER: _____ CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: _____

NAME OF CONSULTANT/CONTRACTOR: _____

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: _____

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest conveninence. THANK YOU.

For CAO Use Only:

Assigned Staff: Noah Log-In Date: 11-19-25

CAO Project Number: 2025-146 Log-Out Date: 11-21-25

Polk County

Board of County Commissioners

Agenda Item R.25. 1/20/2026

SUBJECT

SET HEARING to consider a request to vacate a portion of deeded right-of-way for Johnson Road along with a request to vacate a portion of a platted drainage easement shown on the plat of Country Class Estates Phase Two. (Suggested hearing date is February 3, 2026 at 9:00 a.m or immediately following the regular agenda)

DESCRIPTION

The County has received the following requests to adopt resolutions vacating, abandoning, discontinuing, closing, renouncing, and disclaiming any rights of the County or the public in a portion of a deeded right-of-way for Johnson Road along with a portion of a platted public drainage easement. Florida Statutes, Section 336.10, requires the Commissioners hold a public hearing to consider Petitions adopting resolutions vacating, abandoning, discontinuing, closing, renouncing, and disclaiming property under their control. Setting a public hearing date will comply with Florida Statutes and allow the request to be considered.

Request Board set a public hearing date for the following requests to vacate a portion of deeded right -of-way and a portion of a platted public drainage easement. Suggested Hearing Date: Tuesday, February 3, 2026 at 9:00 a.m., or immediately following the regular agenda:

1. Consider a petition by Barbara Monday, to adopt a resolution vacating a portion of right-of-way for Johnson Road as described in O.R. Book 1388, at Pages 855 and 856. The subject lies in Section 20, Township 27 South, Range 25 East.

2. Consider a petition by Frank Appunn, to adopt a resolution vacating a portion of a platted public drainage easement over Lot 30, as shown on the plat of Country Class Estates Phase Two, recorded in Plat Book 92, at Pages 45 and 46. The subject lies in Section 7, Township 28 South, Range 23 East.

RECOMMENDATION

Request Board set a Public Hearing on Tuesday, February 3, 2026 at 9:00 a.m., or immediately following the regular agenda, to consider the preceding items.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577

Polk County

Board of County Commissioners

Agenda Item R.26. 1/20/2026

SUBJECT

Approve Land Purchase Agreement in conjunction with the purchase of conservation preservation property located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, Perone parcels ($10,000 one-time expense)

DESCRIPTION

The County through its Environmental Lands Acquisition program routinely acquires title to properties for conservation preservation purposes. Through this acquisition program the County has accumulated a large land holding within the Lake Wales Ridge Ecosystem known as the Crooked Lake West Area; however, many of the parcels are scattered and non-contiguous making land management activities very difficult. The County's Natural Resources section has identified numerous parcels which if acquired would infill and add to the overall conservation area while aiding in future land management activities. The County is in the process of contacting the property owners of the identified parcels, many of whom are out of state, with an offer to purchase the specific parcels. Several property owners are still reviewing the offer and others, such as the one referenced below, have decided to accept the County's offer, and have executed an agreement for the sale of their property.

Approving the following agreement will allow the County to purchase and take ownership of the subject properties. It will also allow the parcels to be incorporated into the existing Crooked Lake West conservation preservation area and aid in the overall land management of the area:

1. Land Purchase Agreement between Roberta Ann Perone and Polk County for the purchase of Parcel ID Numbers 273128-000000-011060/011070 for the amount of $10,000. The properties are contiguous, vacant, rectangular-shaped parcels containing a total of approximately 2.5 acre, lying in Section 28, Township 31 South, Range 27 East.

RECOMMENDATION

Request Board approve the afore-mentioned Land Purchase Agreement and authorize the issuance of a check in the amount of $10,000 for the purchase.

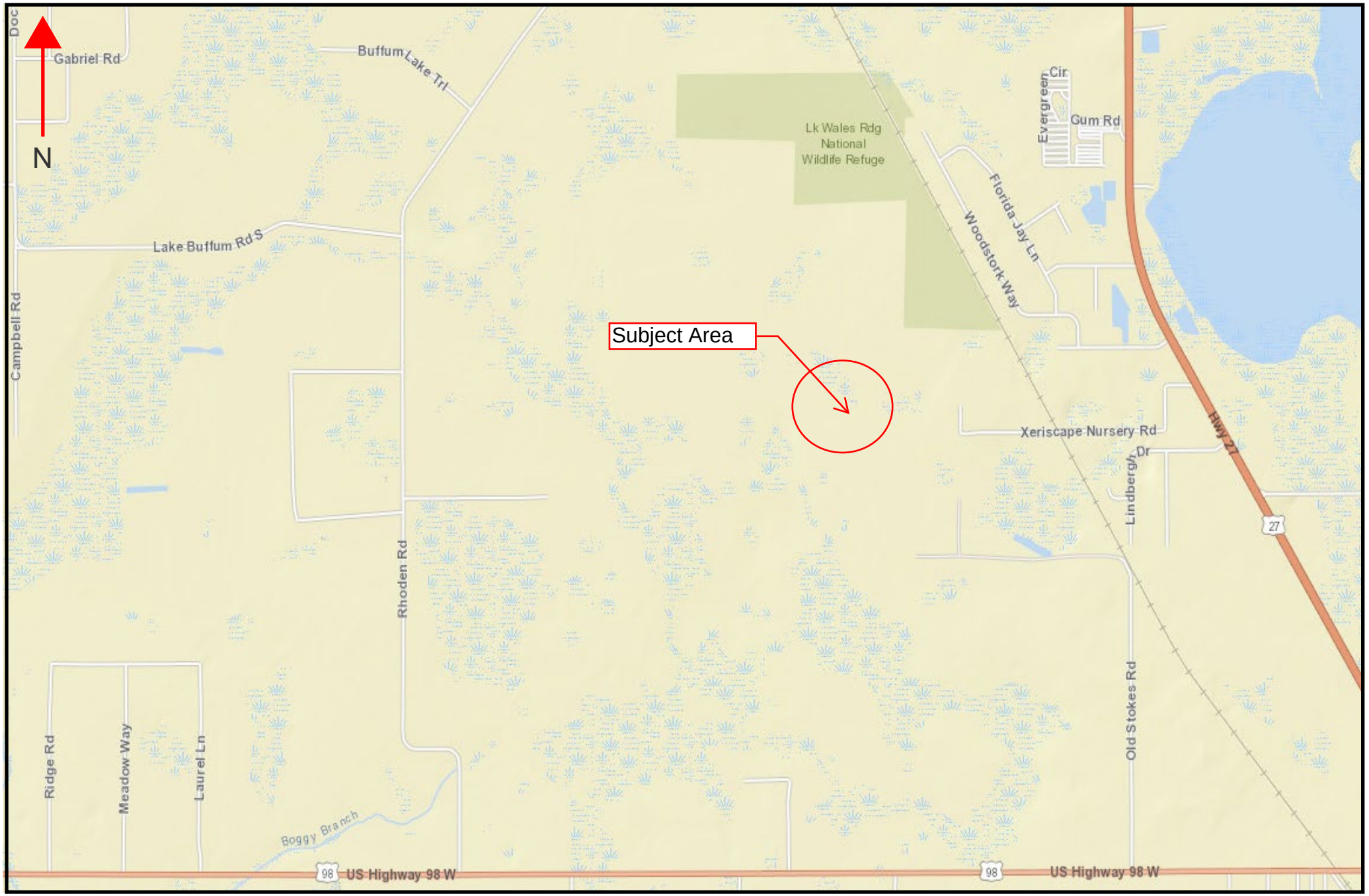
FISCAL IMPACT

Funds are available for the purchase of the properties in the Environmental Lands Acquisition Fund.

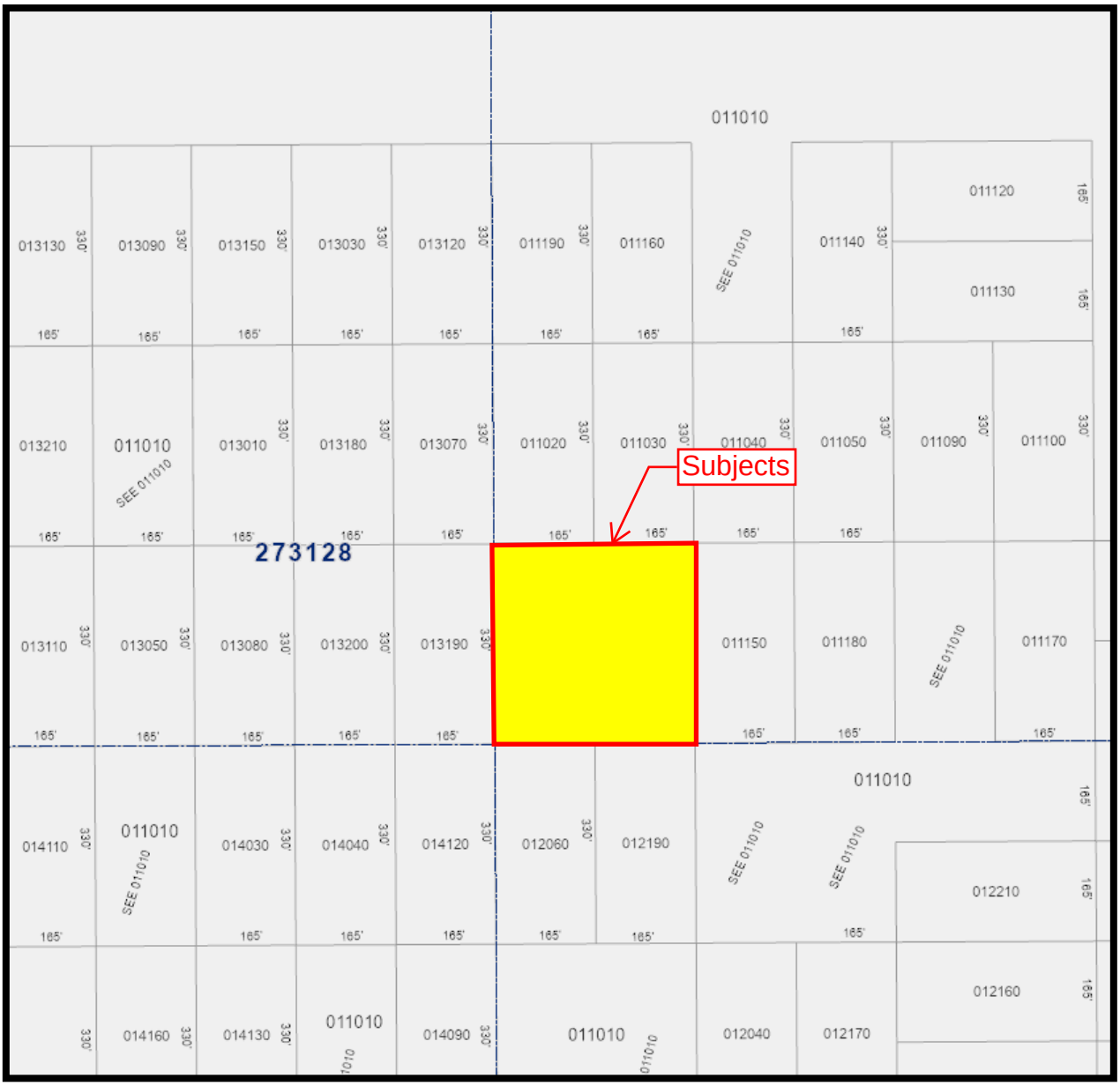
CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577

Section 28, Township 31 South, Range 27 East



SECTION 28, TOWNSHIP 31 SOUTH, RANGE 27 EAST



Board of County Commissioners

Crooked Lake West Project Area
Parcel ID Number: 273128-000000-011060 & 273128-000000-011070

LAND PURCHASE AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT made and entered into this 5th day of January, 2026, between **Roberta Ann Perone, an unmarried woman** whose mailing address is 40907 North Citrus Canyon Trail, Phoenix, Arizona 85086, hereinafter referred to as "Owner", and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Bartow, Florida 33831-9005, hereinafter referred to as "Purchaser".

WITNESSETH

WHEREAS, Owner agrees to sell to Purchaser and Purchaser agrees to purchase from Owner the lands identified as **Parcel ID Numbers 273128-000000-011060 and 273128-000000-011070** located in Polk County, Florida, as further described in **Exhibit "A",** containing approximately 1.25 acres each, together with all improvements, easements, and appurtenances, (collectively, the "Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

(a) Owner agrees to sell and convey the Property by Warranty Deed, free of liens and encumbrances, unto Purchaser, for the sum of **$10,000.00 (Ten Thousand Dollars)**.

(b) Purchaser shall pay unto the Owner the total sum of $10,000.00, by County Warrant, within ninety (90) days from the date hereof upon simultaneous delivery of such instrument of conveyance. Any improvements or personal property not removed from the Property by closing shall be considered abandoned by the Owner.

(c) Owner shall be responsible for the payment of any past due property taxes or current property taxes for which tax bills are available. Purchaser will be responsible for current year taxes for which no tax bill is available yet. Purchaser shall be responsible for the recording of the deed of conveyance.

(d) Owner shall be responsible for the payment of all real estate fees or commission due, if any, and any payment(s) due will be deducted at closing from Owner's proceeds. Purchaser represents it has not incurred the services of a broker.

(e) The Owner agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and/or claims arising from this acquisition and no other monies, including fees and/or costs, are owed by the County to Owner.

- **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date shown above.

PURCHASER:
POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: _____
Melanea D. Hough, Professional Real Estate Services

OWNER:

By: _____
Roberta Ann Perone

APPROVED BY:

By: _____ 11/7/26
R. Wade Allen, Director
Real Estate Services
Its Agent

Exhibit "A"

Tract No. 922: The East 165 feet of the West 2970 feet of the South 330 feet of the North 1320 feet of the North 3/4 of the East 3/4 of Section 28, Township 31 South, Range 27 East, Polk County, Florida. The North 40 feet thereof subject to an easement for road right-of-way.

Being Parcel I.D. #273128-000000-011060

Being the same property described in that certain Warranty Deed recorded in Official Records Book 06678 at Page 0027, Public Records of Polk County, Florida.

AND

Tract No. 923: The East 165 feet of the West 2805 feet of the South 330 feet of the North 1320 feet of the North 3/4 of the East 3/4 of Section 28, Township 31 South, Range 27 East, Polk County, Florida. The North 40 feet thereof subject to an easement for road right-of-way.

Being Parcel I.D. #273128-000000-011070

Being the same property described in that certain Warranty Deed recorded in Official Records Book 06678 at Page 0027, Public Records of Polk County, Florida.

Agenda Item R.27. 1/20/2026

SUBJECT

Declare surplus and authorize the private conveyance of the County's interest in Parcel ID Number 252824-353600-004061. ($5,000, one-time revenue)

DESCRIPTION

The County acquired a fee interest in Parcel ID Number 252824-353600-004061 through the escheatment process by a Final Judgment dated February 7, 1968, which was subsequently recorded in Official Records Book 1145 at Pages 121 through 124. The parcel is a rectangular shaped parcel, containing approximately 1,307 square feet, located to the north of Avenue J Northwest in the Winter Haven area. The County has no future need or use for the property and due to the size and of the property along with the fact that it does not appear to have independent access to a public road, it is only of use and benefit to the owners of the three adjacent properties. The owner of one of these properties, who purchased the parcel in early 2024, contacted the County and expressed an interest in purchasing the County-owned parcel. The County then contacted the other two adjacent property owners, via certified mail, and received no responses. The County requested the amount of $5,000 for the purchase of the parcel based on an in-house valuation utilizing available data. The owner never responded to the County's request and it was discovered that the property was subsequently sold in September 2025. County staff then contacted the new owner of the property, Angel R. Mercado, who expressed an interest and has agreed to pay the amount of $5,000 for the purchase of the property.

Florida Statutes allow for the disposal of County-owned real property by declaring the property surplus and authorizing its private conveyance. Doing so will allow adjacent property owner to purchase the property, place it back on the tax roll, remove the property from the County Land Inventory and allow the County to cease maintenance any activities associated with the parcel. The subject parcel is being transferred in "as is" condition and the conveyance of the property will be by County Deed.

RECOMMENDATION

Request Board declare the above-mentioned County-owned parcel surplus and authorize the private sale of the property, including any interest that may otherwise be reserved by Florida Statutes, to Angel R. Mercado for the amount of $5,000, with the condition that the recording fees and documentary stamps shall be borne by the buyer.

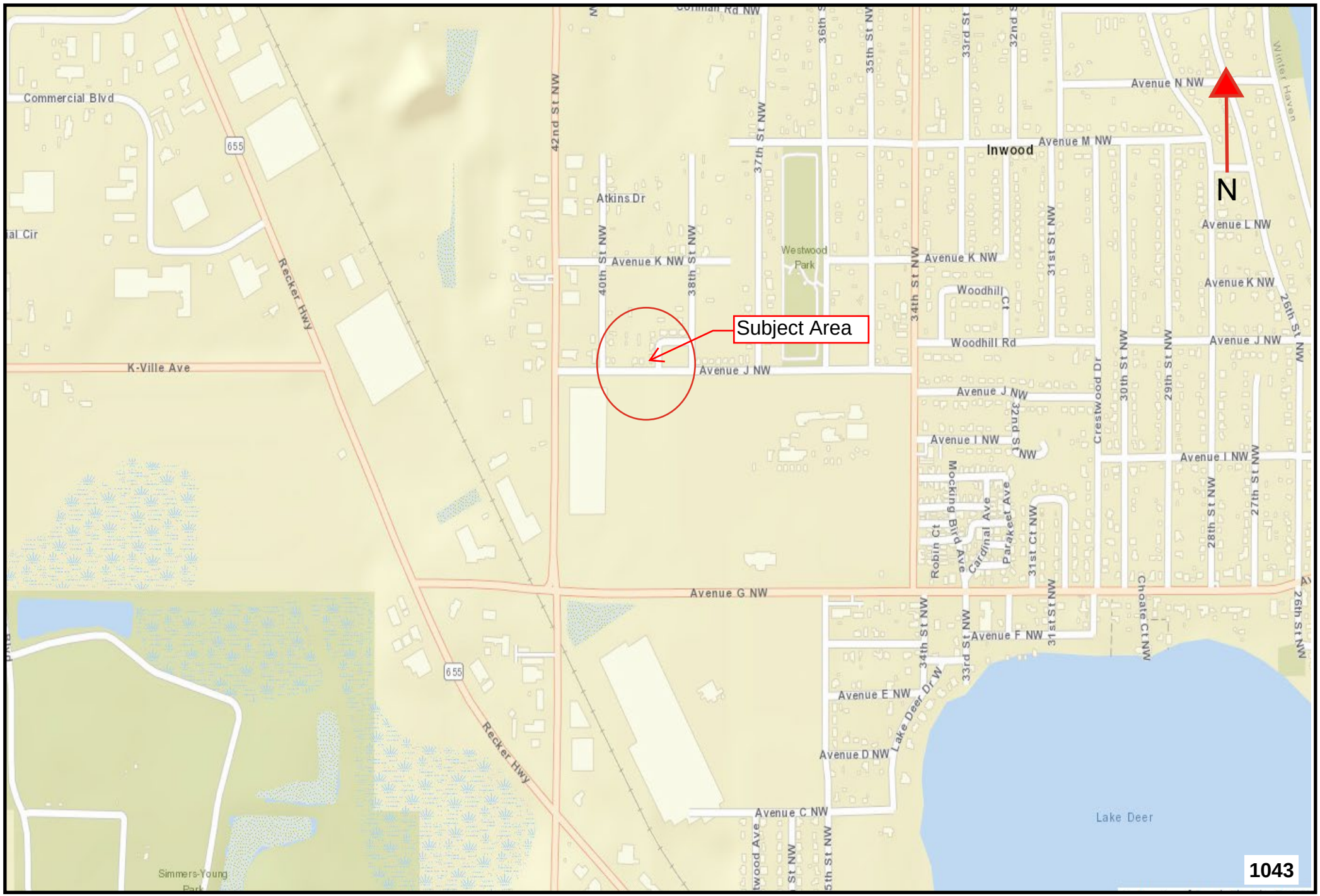
FISCAL IMPACT

Proceeds from the sale of the parcel to be deposited into the appropriate fund, to be determined by Finance and Accounting.

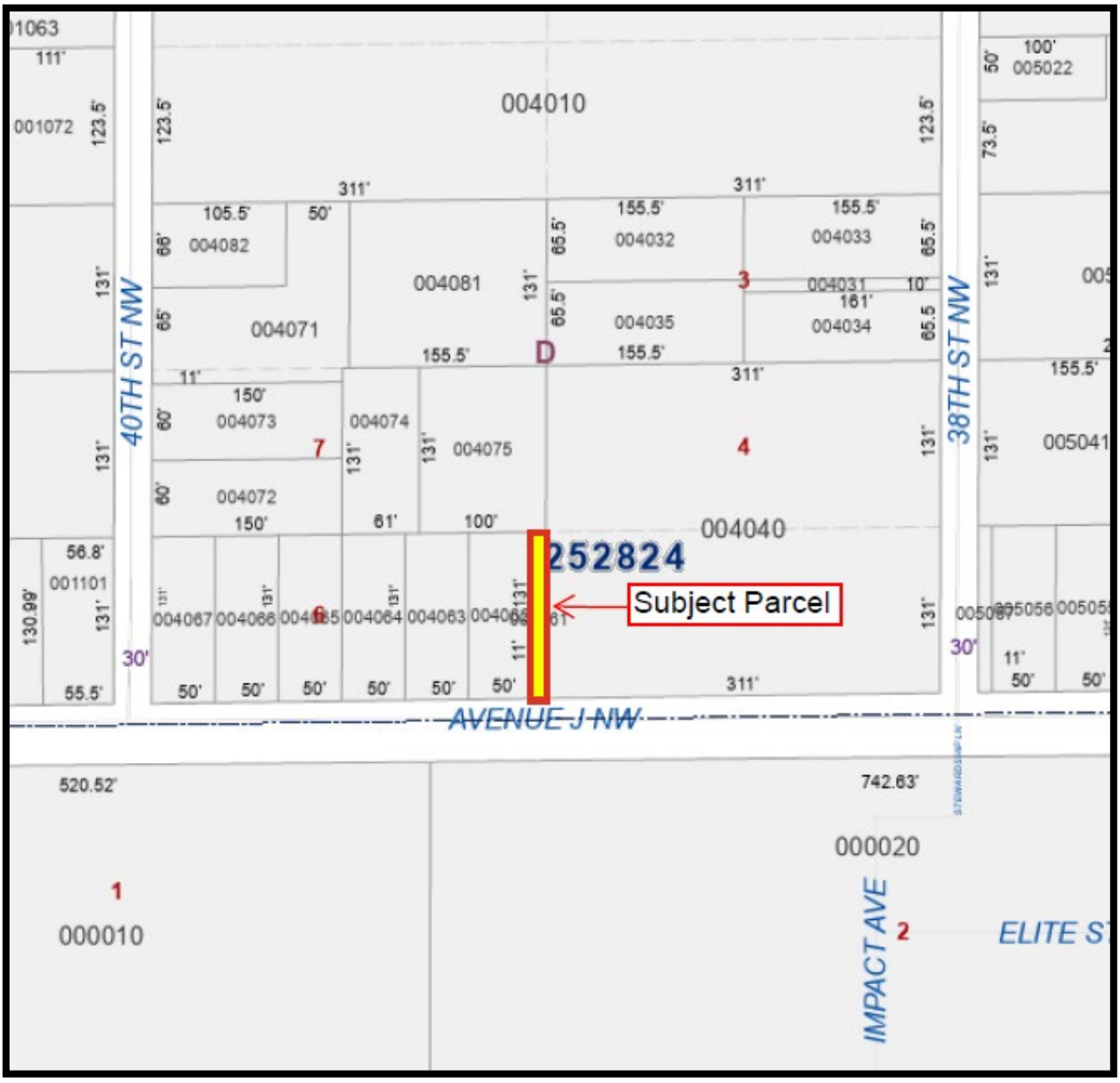
CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577

Section 24, Township 28 South, Range 25 East



SECTION 24, TOWNSHIP 28 SOUTH, RANGE 25 EAST



This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Melanea Hough
Parcel I.D. No.: 252824-353600-004061

COUNTY DEED

THIS DEED, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **ANGEL R. MERCADO,** whose address is, 820 4th Street, Winter Haven, Florida 33881 Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

East 11 feet of Lot 6, Block D, of Deerwood, according to map or plat thereof as recorded in Plat Book 4, Page 49, of the Public Records of Polk County, Florida.

Being the same property described in that certain Final Judgment recorded in Official Records Book 1145 at Pages 121 through 124, Public Records of Polk County, Florida.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:
Polk County, a political subdivision of the state of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

(Seal)

Polk County

Board of County Commissioners

Agenda Item R.28. 1/20/2026

SUBJECT

Accept Quit Claim Deed for additional rights-of-way along Cody Villa Road, Wes Mann Road and Minute Mann Road as requested through the Development Review Process. (No fiscal impact)

DESCRIPTION

As a result of a proposed development adjacent to County roadways, the County, through its Development Review Process has requested additional right-of-way in order to bring the rights-of-way adjacent to the subject site up to current road classification standards. The owners have executed and delivered instruments to Polk County for the additional rights-of-way.

Accepting the following instrument will give the County the right-of-way needed to upgrade the existing rights-of-way to meet current road classification standards.

1. Quit Claim Deed from Landdaly, LLC, a Florida limited liability company, for additional right-of-way along Cody Villa Road, Wes Mann Road and Minute Mann Road, in conjunction with proposed residential development. The subject right-of-way lies in Section 7, Township 31 South, Range 28 East.

RECOMMENDATION

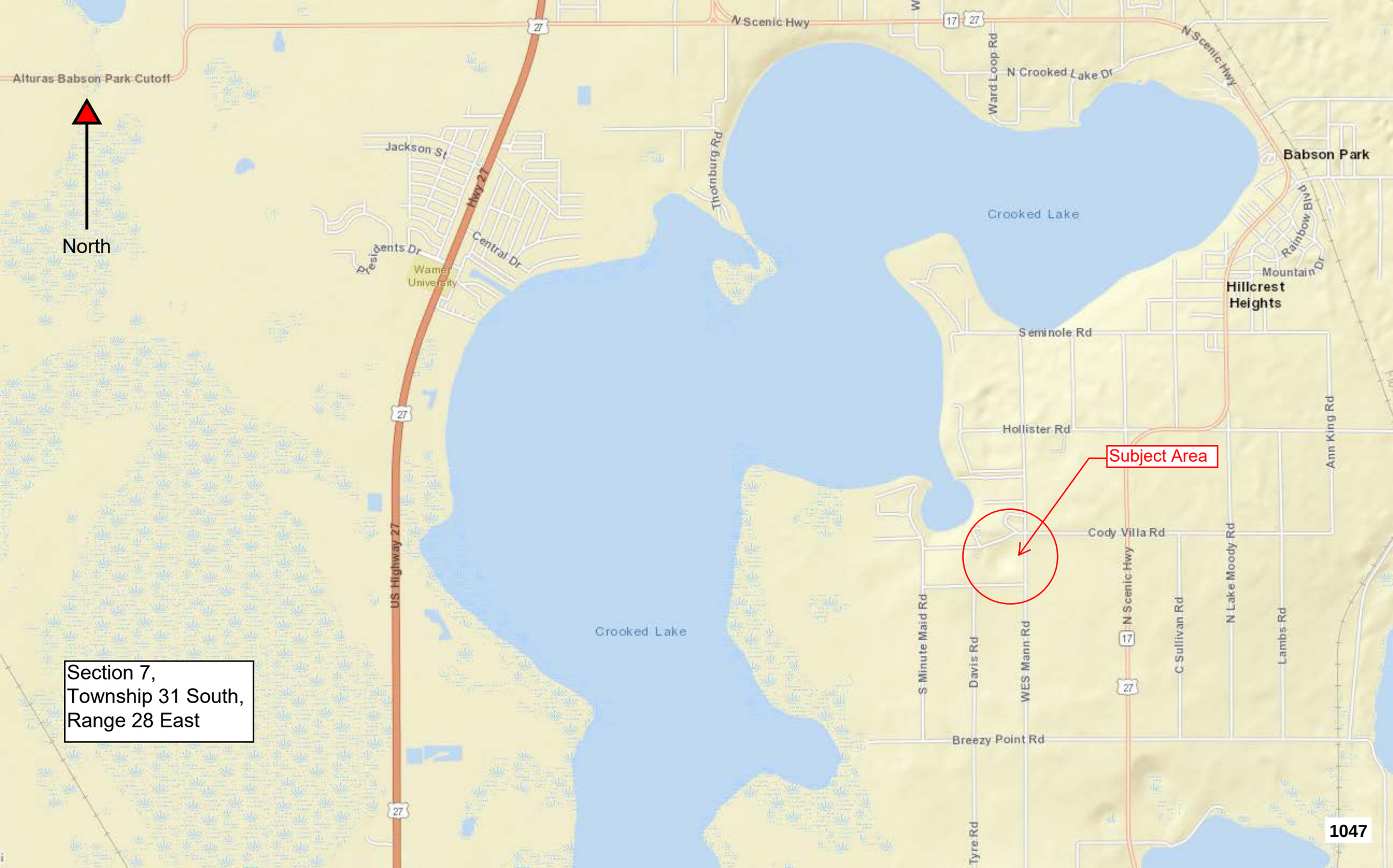
Request Board accept the afore-mentioned Quit Claim Deed.

FISCAL IMPACT

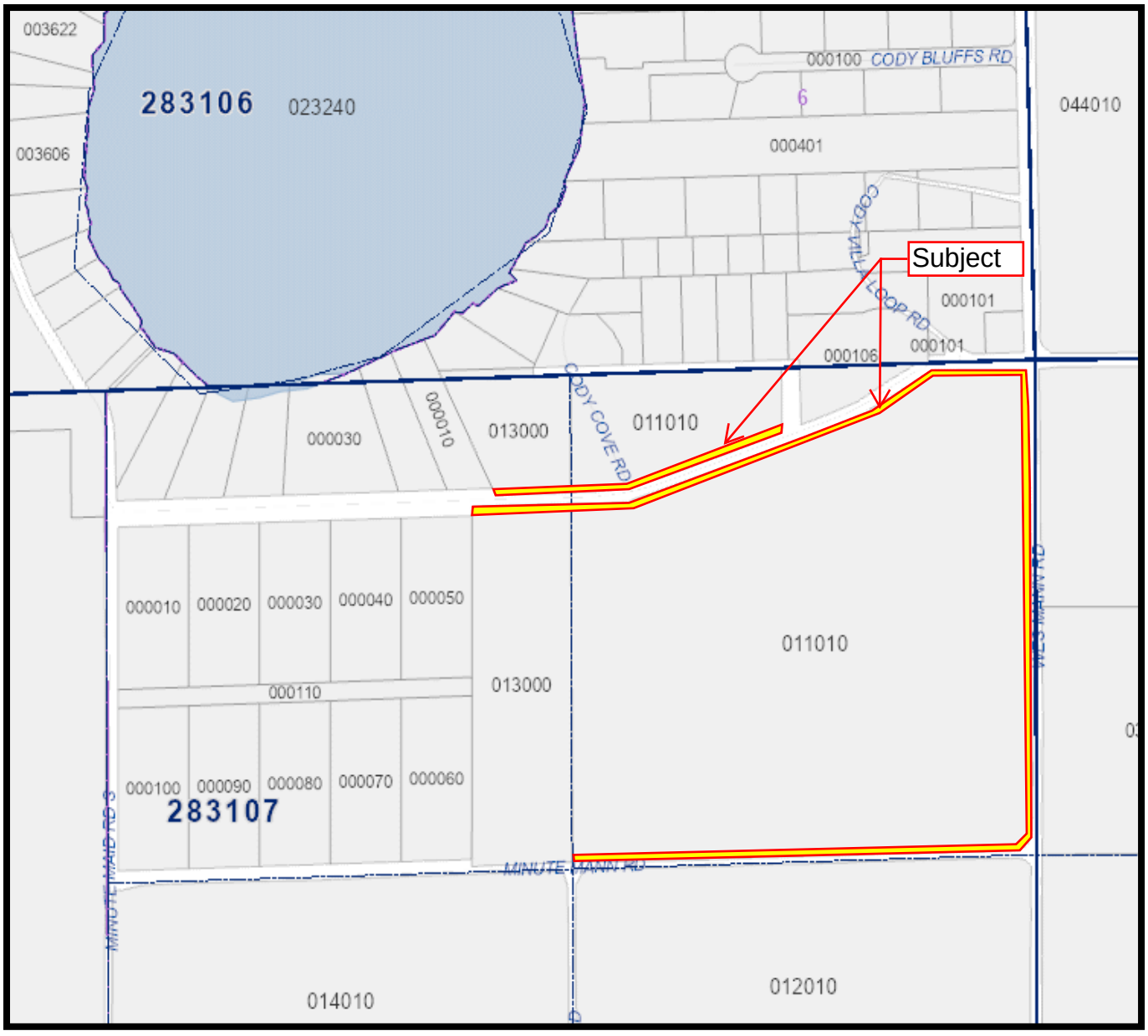
No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


Alturas Babson Park Cutoff
North
N Scenic Hwy
27
17
27
Ward Loop Rd
N Crooked Lake Dr
N Scenic Hwy
Babson Park
Jackson St
Hwy 27
Thornburg Rd
Crooked Lake
Rainbow Blvd
Mountain Dr
Hillcrest Heights
Central Dr
Warner University
Seminole Rd
Hollister Rd
Subject Area
Ann King Rd
US Highway 27
Cody Villa Rd
S Minute Maid Rd
Davis Rd
WES Mann Rd
N Scenic Hwy
C Sullivan Rd
N Lake Moody Rd
Lambs Rd
Crooked Lake
Breezy Point Rd
Tyre Rd
Section 7,
Township 31 South,
Range 28 East
1047

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST



This Instrument prepared under the direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Scott C. Lowery
Project Name: DRC – Cody Villa Road R/W

Parent Parcel ID Nos.: 283106-959000-000700/000701 and
283107-000000-011010/013000

QUIT CLAIM DEED

THIS INDENTURE, made this 2 day of January, 2026, between **LANDDALY, LLC,** a Florida limited liability company, whose address is 776 N. 9th Street, Lake Wales, Florida 33853, Grantor, and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 988, Bartow, Florida 33831, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" may be singular or plural and/or natural or artificial, whenever the context so requires, and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, quit claim, and convey unto the Grantee, its successors and assigns all right, title, interest, claim, and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said Grantor, in law or in equity to the only proper use, benefit, and behoove of the said Grantee, its successors and assigns forever.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed in its name the date first above written.

Signed, Sealed and Delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness #1

Kristie Reed
Print Name

300 W. Central Ave Lake Wales 33853
Address

Witness #2

MELISSA DWORIC
Print Name

300 W CENTRAL AVE, LAKE WALES FL 33853
Address

LANDDALY, LLC, a Florida limited liability company

By: _____
Christopher C. Daly, Manager

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2 day of January, 2026, by Christopher C. Daly, as Manager of Landdaly, LLC, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☑ has produced FL-DL as identification.

(AFFIX NOTARY SEAL)

NADEGE NGONGO-WILSON
Notary Public - State of Florida
Commission # HH 654398
My Comm. Expires Mar 20, 2029

Notary Public

Ins Nadege Ngongo-Wilson
Printed Name of Notary

March 20, 2029
Commission Number and Expiration Date

1051

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST, CITY OF FROSTPROOF, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 7; THENCE ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 7, S00°12'51"E, A DISTANCE OF 27.65 FEET; THENCE DEPARTING SAID EAST LINE, S89°47'09"W, A DISTANCE OF 15.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF WES MANN ROAD (VARIABLE-WIDTH MAINTAINED RIGHT WAY AS ESTABLISHED IN THE FIELD) AND THE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) S00°12'54"E, A DISTANCE OF 1252.35 FEET; 2) S44°04'56"W, A DISTANCE OF 46.88 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MINUTE MANN ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY PER MAP BOOK 6, PAGES 347-348, PUBLIC RECORDS OF POLK COUNTY, FLORIDA); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING SEVENTEEN (17) COURSES: 1) S88°22'24"W, A DISTANCE OF 100.00 FEET; 2) S88°56'46"W, A DISTANCE OF 100.01 FEET; 3) S88°22'24"W, A DISTANCE OF 100.00 FEET; 4) S89°31'09"W, A DISTANCE OF 100.02 FEET; 5) S87°13'39"W, A DISTANCE OF 100.02 FEET; 6) S88°56'46"W, A DISTANCE OF 100.00 FEET; 7) S88°22'24"W, A DISTANCE OF 100.00 FEET; 8) S88°22'24"W, A DISTANCE OF 100.00 FEET; 9) S87°48'01"W, A DISTANCE OF 100.01 FEET; 10) S88°56'46"W, A DISTANCE OF 100.01 FEET; 11) S88°56'46"W, A DISTANCE OF 100.01 FEET; 12) N89°54'30"W, A DISTANCE OF 100.04 FEET; 13) S88°22'24"W, A DISTANCE OF 100.00 FEET; 14) S87°13'39"W, A DISTANCE OF 100.02 FEET; 15) S88°22'24"W, A DISTANCE OF 100.00 FEET; 16) S87°13'39"W, A DISTANCE OF 61.67 FEET; 17) N00°02'17"E, A DISTANCE OF 18.69 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, N87°50'39"E, A DISTANCE OF 249.06 FEET; THENCE N88°29'48"E, A DISTANCE OF 1317.09 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 88°56'31" AND A CHORD BEARING AND DISTANCE OF N44°01'33"E, 14.01 FEET) FOR AN ARC DISTANCE OF 15.52 FEET TO A POINT OF TANGENCY; THENCE N00°26'43"W, A DISTANCE OF 1233.30 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 89°46'21" AND A CHORD BEARING AND DISTANCE OF N45°19'53"W, 14.11 FEET) FOR AN ARC DISTANCE OF 15.67 FEET TO A POINT OF TANGENCY; THENCE S89°46'56"W, A DISTANCE OF 174.59 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 32°05'21" AND A CHORD BEARING AND DISTANCE OF S73°44'15"W, 127.14 FEET) FOR AN ARC DISTANCE OF 128.81 FEET TO A POINT OF TANGENCY; THENCE S57°41'35"W, A DISTANCE OF 123.95 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 520.00 FEET, A CENTRAL ANGLE OF 13°05'56" AND A CHORD BEARING AND DISTANCE OF S64°14'33"W, 118.62 FEET) FOR AN ARC DISTANCE OF 118.88 FEET TO A POINT OF TANGENCY; THENCE S70°47'31"W, A DISTANCE OF 545.58 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 17°28'07" AND A CHORD BEARING AND DISTANCE OF S79°31'34"W, 185.26 FEET) FOR AN ARC DISTANCE OF 185.98 FEET TO A POINT OF TANGENCY; THENCE S88°15'37"W, A DISTANCE OF 349.56 FEET; THENCE N00°02'17"E, A DISTANCE OF 25.29 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CODY VILLA ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY PER MAP BOOK 7, PAGES 267-273, PUBLIC RECORDS OF POLK COUNTY, FLORIDA); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING TWENTY (20) COURSES: 1) N88°20'46"E, A DISTANCE OF 57.62 FEET; 2) N88°27'39"E, A DISTANCE OF 100.00 FEET; 3) N88°17'20"E, A DISTANCE OF 100.00 FEET; 4) N89°43'15"E, A DISTANCE OF 100.03 FEET; 5) N87°45'35"E, A DISTANCE OF 85.00 FEET; 6) N66°27'09"E, A DISTANCE OF 20.54 FEET; 7) N71°47'57"E, A DISTANCE OF 100.03 FEET; 8) N71°23'54"E, A DISTANCE OF 100.01 FEET; 9) N71°17'01"E, A

CONTINUED ON SHEET 2

THIS SKETCH OF DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEADING EDGE LAND SERVICES INCORPORATED
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB:www.leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
LANDDALY, LLC

SURVEYOR'S CERTIFICATION
I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.

DATE: 1/3/2026

J.L. YOUDERIAN
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 7549

DATE OF DRAWING: 24 DEC 2025	
MANAGER: MAB	CADD: EAC
PROJECT NUMBER: 1009-25005	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1009005SD1.DWG	
SCALE: N/A	SHEET 1 OF 11

1052

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA

LEGAL DESCRIPTION, CONTINUED

DISTANCE OF 100.01 FEET; 10) N71°10'09"E, A DISTANCE OF 100.01 FEET; 11) N70°11'43"E, A DISTANCE OF 100.00 FEET; 12) N71°06'43"E, A DISTANCE OF 100.01 FEET; 13) N67°48'35"E, A DISTANCE OF 90.10 FEET; 14) N60°45'57"E, A DISTANCE OF 114.44 FEET; 15) N58°27'39"E, A DISTANCE OF 100.02 FEET; 16) N84°13'42"E, A DISTANCE OF 23.15 FEET; 17) N84°26'17"E, A DISTANCE OF 60.33 FEET; 18) N89°36'25"E, A DISTANCE OF 97.41 FEET; 19) S89°31'14"E, A DISTANCE OF 100.00 FEET; 20) N84°55'12"E, A DISTANCE OF 10.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.046 ACRES (89,125 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR DEDICATION OF RIGHT OF WAY FOR WEST CODY VILLA ROAD, WES MANN ROAD AND MINUTE MANN ROAD TO POLK COUNTY, FLORIDA.

2. THE BASIS OF BEARINGS FOR THIS SKETCH IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE EAST LINE OF THE NE 1/4 OF SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST BEARS S00°12'51"E.

3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

5. THIS IS NOT A SURVEY.

THIS SKETCH OF DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (SEE SHEET 1)

LEADING EDGE LAND SERVICES INCORPORATED
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PHONE: (407) 351-6730
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WEB:www.leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
LANDDALY, LLC

THIS SKETCH IS INCOMPLETE UNLESS ACCOMPANIED BY A LEGAL DESCRIPTION OF THE PROPERTY DEPICTED HEREON

THIS IS NOT A SURVEY

DATE OF DRAWING: 24 DEC 2025	
MANAGER: MAB	CADD: EAC
PROJECT NUMBER: 1009-25005	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1009005SD1.DWG	
SCALE: 1" = 100'	SHEET 2 OF 11

1053

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	10.00'	88°56'31"	N44°01'33"E	14.01'	15.52'
C2	10.00'	89°46'21"	N45°19'53"W	14.11'	15.67'
C3	230.00'	32°05'21"	S73°44'15"W	127.14'	128.81'
C4	520.00'	13°05'56"	S64°14'33"W	118.62'	118.88'
C5	610.00'	17°28'07"	S79°31'34"W	185.26'	185.98'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°12'51"E	27.65'
L2	S89°47'09"W	15.01'
L3	S44°04'56"W	46.88'
L4	S88°22'24"W	100.00'
L5	S88°56'46"W	100.01'
L6	S88°22'24"W	100.00'
L7	S89°31'09"W	100.02'
L8	S87°13'39"W	100.02'
L9	S88°56'46"W	100.00'
L10	S88°22'24"W	100.00'
L11	S88°22'24"W	100.00'
L12	S87°48'01"W	100.01'
L13	S88°56'46"W	100.01'
L14	S88°56'46"W	100.01'
L15	N89°54'30"W	100.04'
L16	S88°22'24"W	100.00'
L17	S87°13'39"W	100.02'
L18	S88°22'24"W	100.00'
L19	S87°13'39"W	61.67'
L20	N00°02'17"E	18.69'
L21	S89°46'56"W	174.59'
L22	S57°41'35"W	123.95'

LINE	BEARING	DISTANCE
L23	N00°02'17"E	25.29'
L24	N88°20'46"E	57.62'
L25	N88°27'39"E	100.00'
L26	N88°17'20"E	100.00'
L27	N89°43'15"E	100.03'
L28	N87°45'35"E	85.00'
L29	N66°27'09"E	20.54'
L30	N71°47'57"E	100.03'
L31	N71°23'54"E	100.01'
L32	N71°17'01"E	100.01'
L33	N71°10'09"E	100.01'
L34	N70°11'43"E	100.00'
L35	N71°06'43"E	100.01'
L36	N67°48'35"E	90.10'
L37	N60°45'57"E	114.44'
L38	N58°27'39"E	100.02'
L39	N84°13'42"E	23.15'
L40	N84°26'17"E	60.33'
L41	N89°36'25"E	97.41'
L42	S89°31'14"E	100.00'
L43	N84°55'12"E	10.20'

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LEADING EDGE LAND SERVICES INCORPORATED
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ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB:www.leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
LANDDALY, LLC

THIS SKETCH IS INCOMPLETE UNLESS ACCOMPANIED BY A LEGAL DESCRIPTION OF THE PROPERTY DEPICTED HEREON

THIS IS NOT A SURVEY

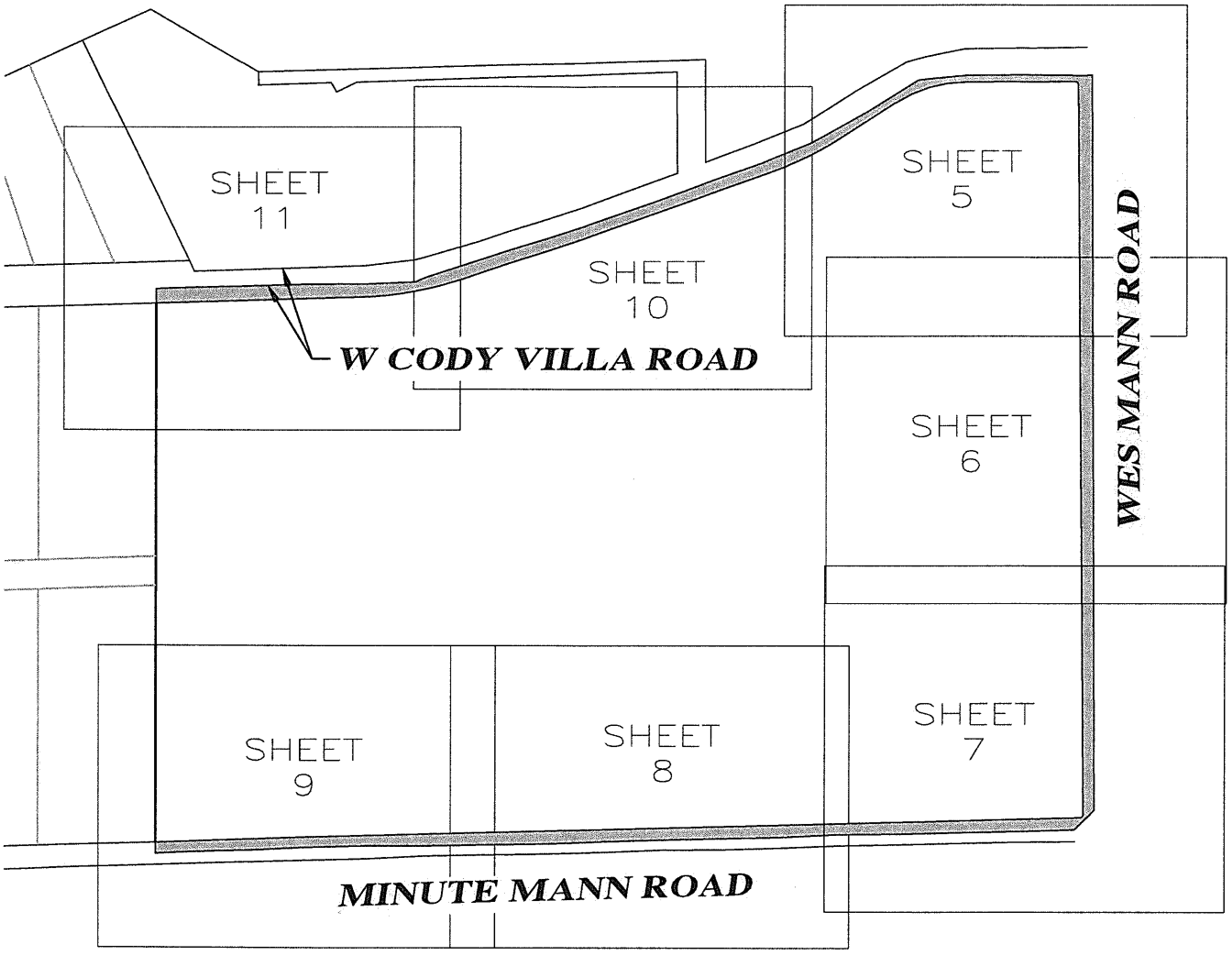
DATE OF DRAWING: 24 DEC 2025	
MANAGER: MAB	CADD: EAC
PROJECT NUMBER: 1009-25005	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1009005SD1.DWG	
SCALE: 1" = 100'	SHEET 3 OF 11

1054

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA

SHEET INDEX



0 300 600

GRAPHIC SCALE 1"=300'

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SKETCH OF DESCRIPTION
FOR
LANDDALY, LLC

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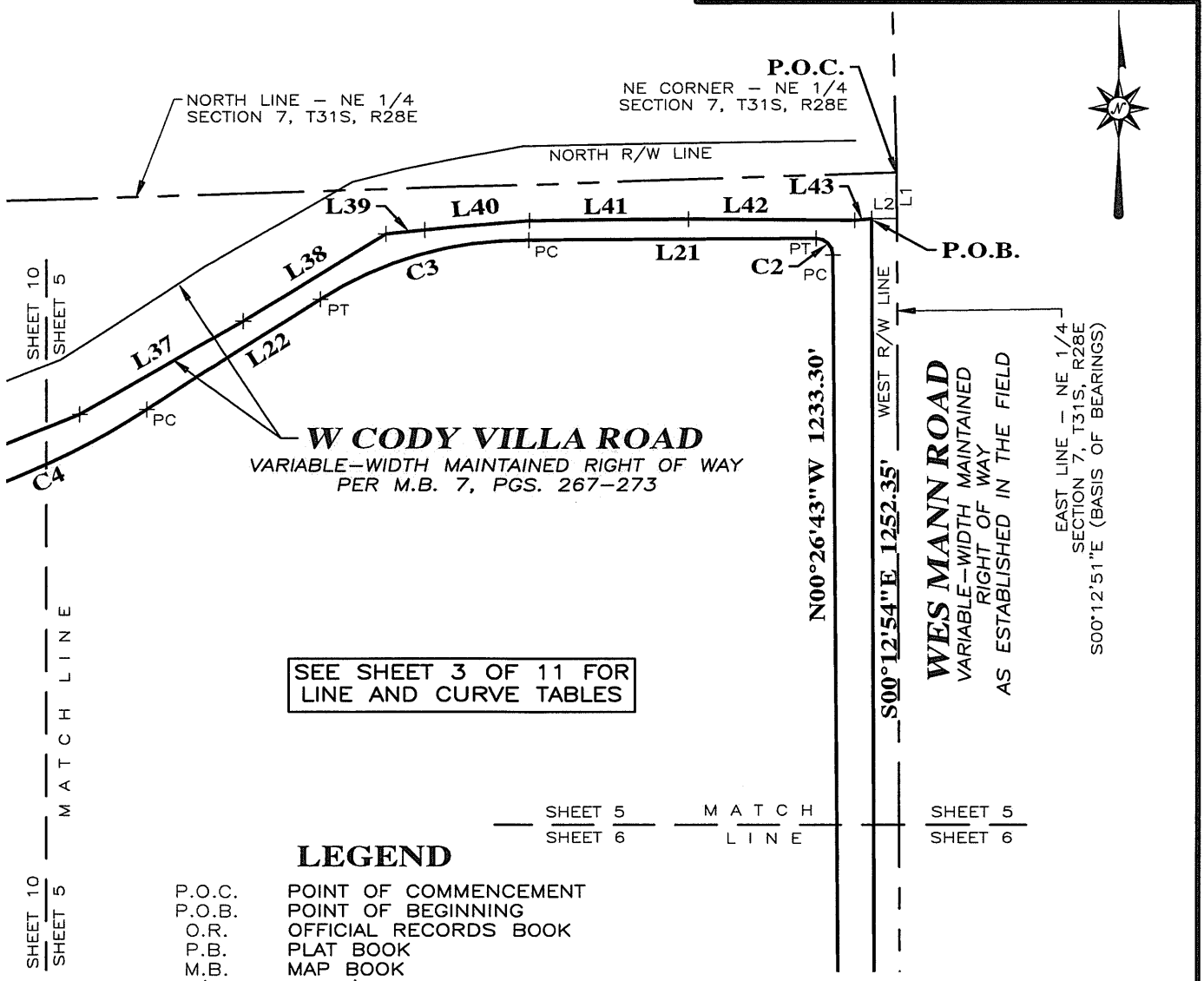
THIS IS NOT A SURVEY

DATE OF DRAWING: 24 DEC 2025	
MANAGER: MAB	CADD: EAC
PROJECT NUMBER: 1009-25005	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1009005SD1.DWG	
SCALE: 1" = 300'	SHEET 4 OF 11

1055

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA



LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
M.B.	MAP BOOK
PG./PGS.	PAGE/PAGES
R/W	RIGHT OF WAY
T	TOWNSHIP
R	RANGE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
LB	LICENSED BUSINESS

0 100 200

GRAPHIC SCALE 1"=100'

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LEADING EDGE
LAND SERVICES
INCORPORATED
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351–6730
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SKETCH OF DESCRIPTION
FOR
LANDDALY, LLC

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THIS IS NOT A SURVEY

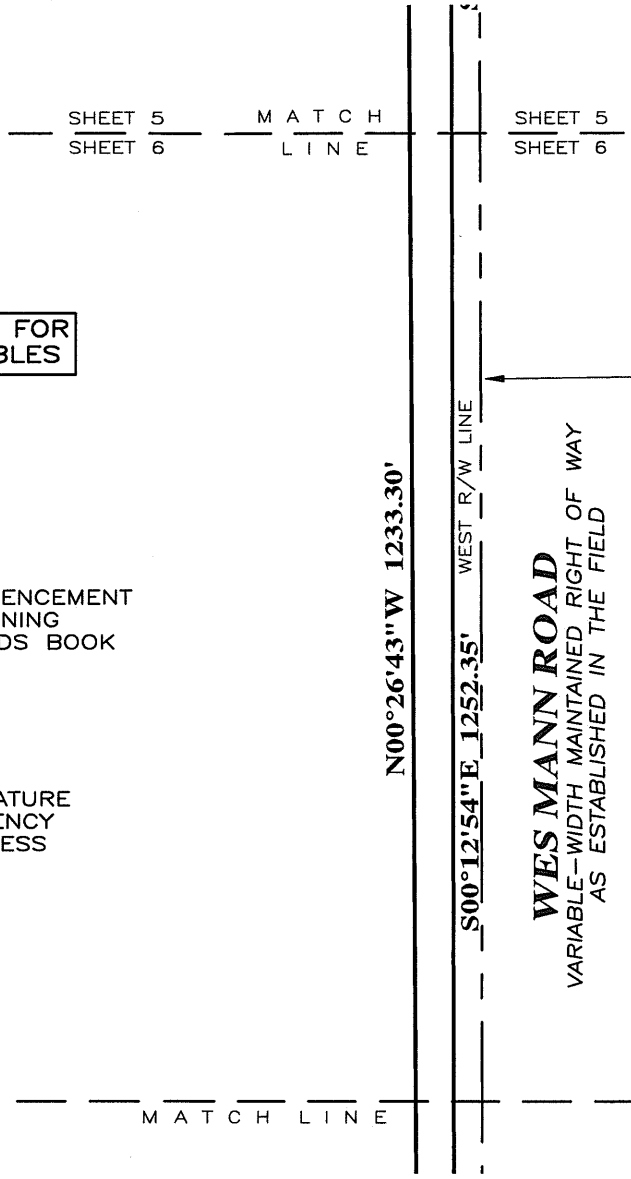
DATE OF DRAWING: 24 DEC 2025	
MANAGER: MAB	CADD: EAC
PROJECT NUMBER: 1009–25005	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1009005SD1.DWG	
SCALE: 1" = 100'	SHEET 5 OF 11

1056

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA





SEE SHEET 3 OF 11 FOR LINE AND CURVE TABLES

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
M.B.	MAP BOOK
PG./PGS.	PAGE/PAGES
R/W	RIGHT OF WAY
T	TOWNSHIP
R	RANGE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
LB	LICENSED BUSINESS

0 100 200

GRAPHIC SCALE 1"=100'

THIS SKETCH OF DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (SEE SHEET 1)

LEADING EDGE LAND SERVICES INCORPORATED
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB:www.leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
LANDDALY, LLC

THIS SKETCH IS INCOMPLETE UNLESS ACCOMPANIED BY A LEGAL DESCRIPTION OF THE PROPERTY DEPICTED HEREON

THIS IS NOT A SURVEY

DATE OF DRAWING: 24 DEC 2025	
MANAGER: MAB	CADD: EAC
PROJECT NUMBER: 1009-25005	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1009005SD1.DWG	
SCALE: 1" = 100'	SHEET 6 OF 11

1057

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA

SEE SHEET 3 OF 11 FOR LINE AND CURVE TABLES



SHEET 6 / SHEET 7 — MATCH LINE — SHEET 6 / SHEET 7

SHEET 8 / SHEET 7 — MATCH LINE

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
M.B.	MAP BOOK
PG./PGS.	PAGE/PAGES
R/W	RIGHT OF WAY
T	TOWNSHIP
R	RANGE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
LB	LICENSED BUSINESS

N00°26'43"W 1233.30'

S00°12'54"E 1252.35'

WEST R/W LINE

WES MANN ROAD
VARIABLE-WIDTH MAINTAINED RIGHT OF WAY AS ESTABLISHED IN THE FIELD

EAST LINE - NE 1/4 SECTION 7, T31S, R28E
S00°12'51"E (BASIS OF BEARINGS)

C1 PT
PC

N88°29'48"E 1317.09'

L3

L5

L7 — L6 — NORTH R/W LINE — L4

SOUTH R/W LINE

MINUTE MANN ROAD
VARIABLE-WIDTH MAINTAINED RIGHT OF WAY PER M.B. 6, PGS. 347-348

SOUTH LINE - NE 1/4 - NE 1/4
SECTION 7, T31S, R28E

0 100 200

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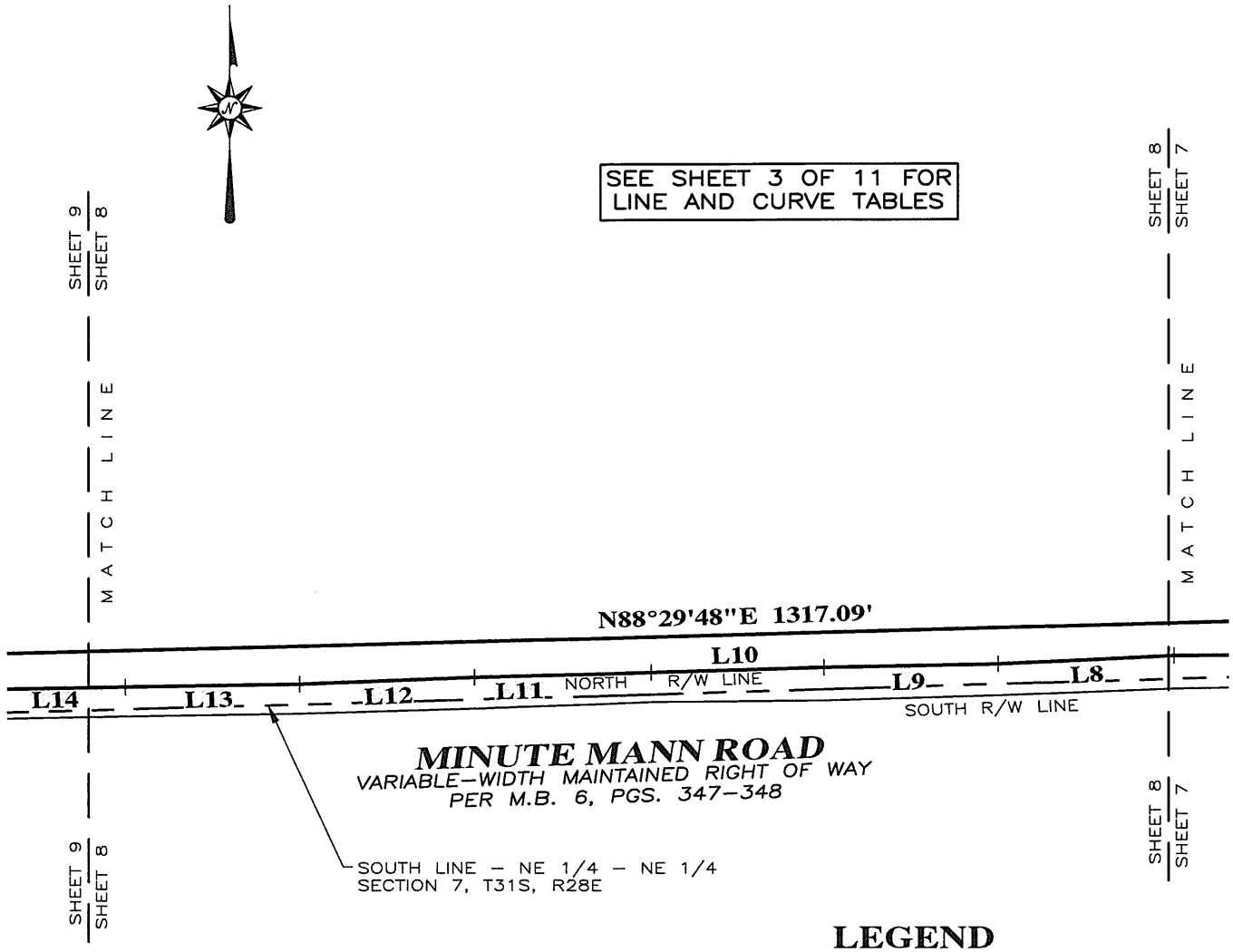
THIS IS NOT A SURVEY

DATE OF DRAWING: 24 DEC 2025	
MANAGER: MAB	CADD: EAC
PROJECT NUMBER: 1009-25005	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1009005SD1.DWG	
SCALE: 1" = 100'	SHEET 7 OF 11

1058

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA



LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
M.B.	MAP BOOK
PG./PGS.	PAGE/PAGES
R/W	RIGHT OF WAY
T	TOWNSHIP
R	RANGE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
LB	LICENSED BUSINESS

0 100 200

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PROJECT NUMBER: 1009-25005	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1009005SD1.DWG	
SCALE: 1" = 100'	SHEET 8 OF 11

1059

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

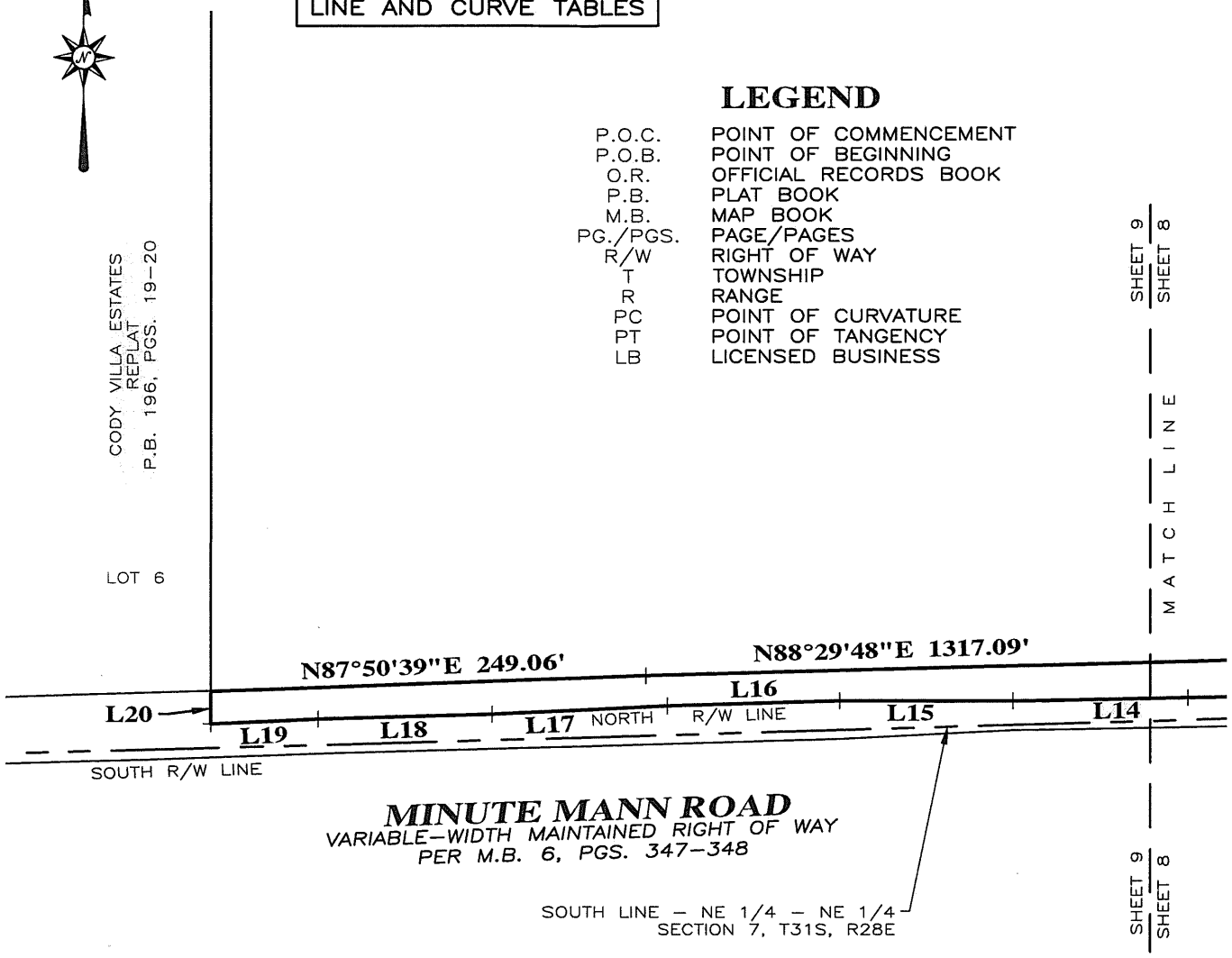
SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA

SEE SHEET 3 OF 11 FOR
LINE AND CURVE TABLES



LEGEND

P.O.C.	POINT OF COMMENCEMENT
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PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
LB	LICENSED BUSINESS



0 100 200

GRAPHIC SCALE 1"=100'

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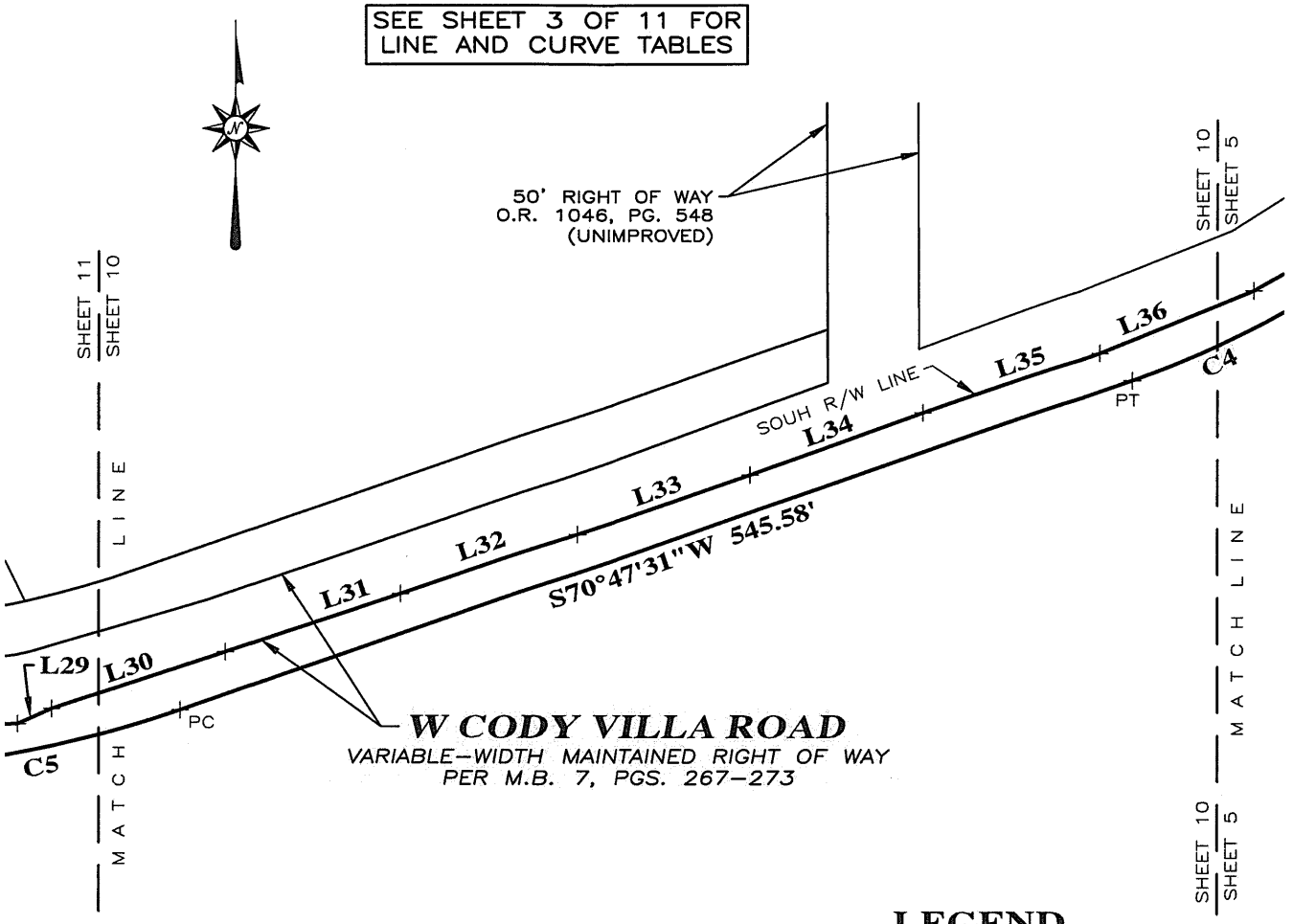
DATE OF DRAWING: 24 DEC 2025	
MANAGER: MAB	CADD: EAC
PROJECT NUMBER: 1009–25005	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1009005SD1.DWG	
SCALE: 1" = 100'	SHEET 9 OF 11

1060

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA

SEE SHEET 3 OF 11 FOR
LINE AND CURVE TABLES



LEGEND

P.O.C.	POINT OF COMMENCEMENT
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0 100 200

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SKETCH OF DESCRIPTION
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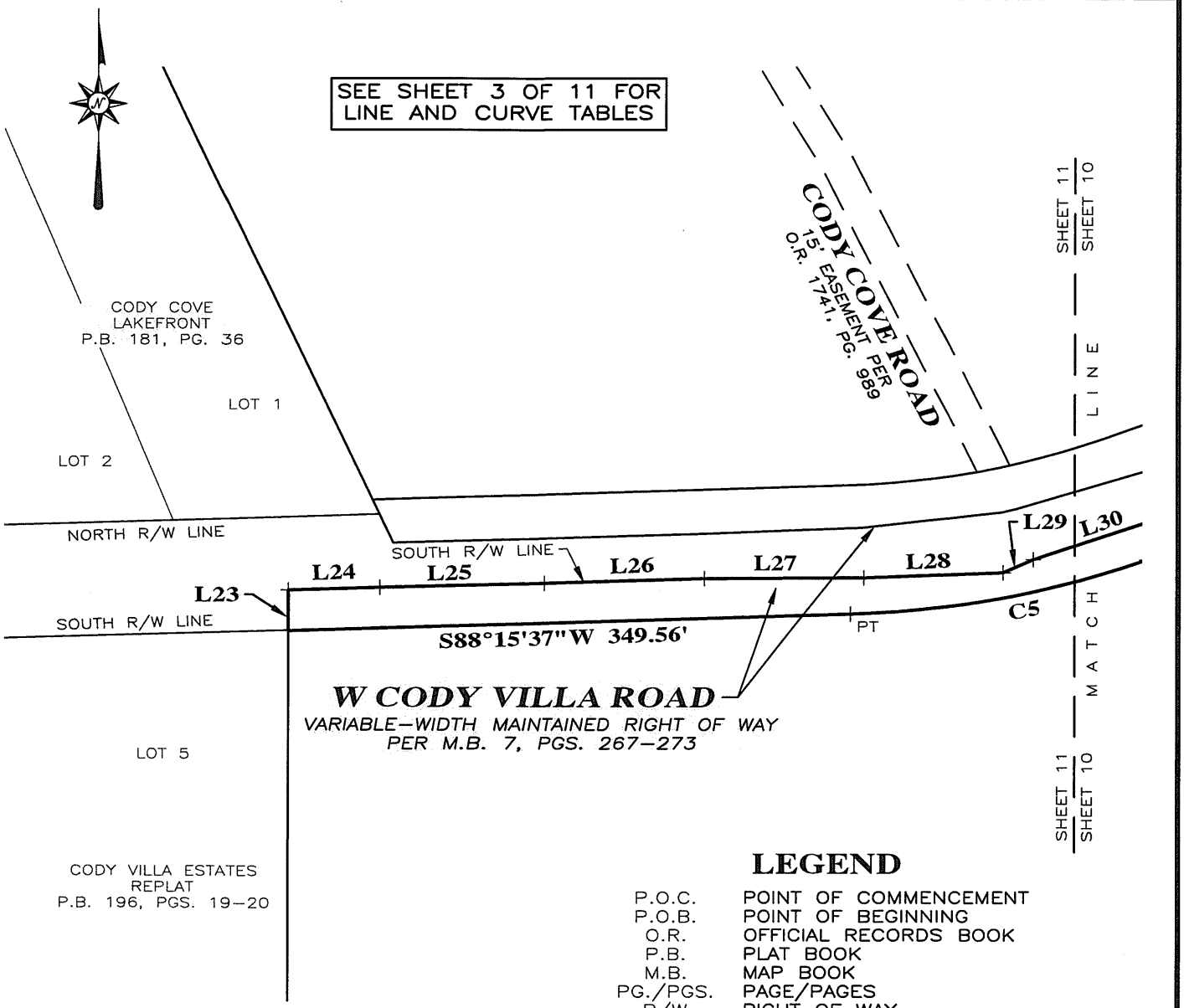
THIS IS NOT A SURVEY

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MANAGER: MAB	CADD: EAC
PROJECT NUMBER: 1009-25005	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1009005SD1.DWG	
SCALE: 1" = 100'	SHEET 10 OF 11

1061

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA



LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
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PG./PGS.	PAGE/PAGES
R/W	RIGHT OF WAY
T	TOWNSHIP
R	RANGE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
LB	LICENSED BUSINESS

0 100 200

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SKETCH OF DESCRIPTION
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LANDDALY, LLC

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MANAGER: MAB	CADD: EAC
PROJECT NUMBER: 1009-25005	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1009005SD1.DWG	
SCALE: 1" = 100'	SHEET 11 OF 11

1062

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST, CITY OF FROSTPROOF, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 7; THENCE ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 7, S88°11'10"W, A DISTANCE OF 721.78 FEET TO THE WEST LINE OF A 50-FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 1046, PAGE 546, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°12'51"E, A DISTANCE OF 143.18 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, S00°12'51"E, A DISTANCE OF 28.90 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CODY VILLA ROAD (VARIABLE-WIDTH MAINTAINED RIGHT OF WAY PER MAP BOOK 7, PAGES 267-273, PUBLIC RECORDS OF POLK COUNTY, FLORIDA); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES: 1) S69°54'31"W, A DISTANCE OF 56.36 FEET; 2) S70°11'42"W, A DISTANCE OF 100.00 FEET; 3) S71°03'16"W, A DISTANCE OF 100.01 FEET; 4) S71°03'16"W, A DISTANCE OF 100.01 FEET; 5) S73°37'47"W, A DISTANCE OF 100.15 FEET; 6) S77°13'53"W, A DISTANCE OF 9.12 FEET; 7) S83°31'26"W, A DISTANCE OF 85.29 FEET; 8) S87°46'24"W, A DISTANCE OF 100.00 FEET; 9) S88°17'20"W, A DISTANCE OF 100.00 FEET; 10) S88°20'46"W, A DISTANCE OF 90.85 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF LOT 1, CODY COVE LAKEFRONT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 181, PAGE 36, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N25°59'29"W, A DISTANCE OF 29.85 FEET; THENCE DEPARTING SAID EAST LINE, N88°15'37"E, A DISTANCE OF 294.28 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 17°28'07" AND A CHORD BEARING AND DISTANCE OF N79°31'34"E, 160.96 FEET) FOR AN ARC DISTANCE OF 161.59 FEET TO A POINT OF TANGENCY; THENCE N70°47'31"E, A DISTANCE OF 399.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.538 ACRES (23,432 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR DEDICATION OF RIGHT OF WAY FOR WEST CODY VILLA ROAD TO POLK COUNTY, FLORIDA.

2. THE BASIS OF BEARINGS FOR THIS SKETCH IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE NORTH LINE OF THE NE 1/4 OF SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST BEARS S88°10'11"W.

3. THE PROPERTY DEPICTED ON THIS SKETCH IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

4. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

5. THIS IS NOT A SURVEY.

THIS SKETCH OF DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
LANDDALY, LLC

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE RULE 5J-17 STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS.

DATE: 1/3/2026

J.L. YOUDERIAN
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 7549

DATE OF DRAWING: 11 DEC 2025	
MANAGER: MAB	CADD: EAC
PROJECT NUMBER: 1009-25005	
FIELD BOOK NUMBER: N/A	
LAST FIELD WORK: N/A	
CREW CHIEF(S): N/A	
COMPUTER FILE: 1009005SD.DWG	
SCALE: N/A	SHEET 1 OF 3

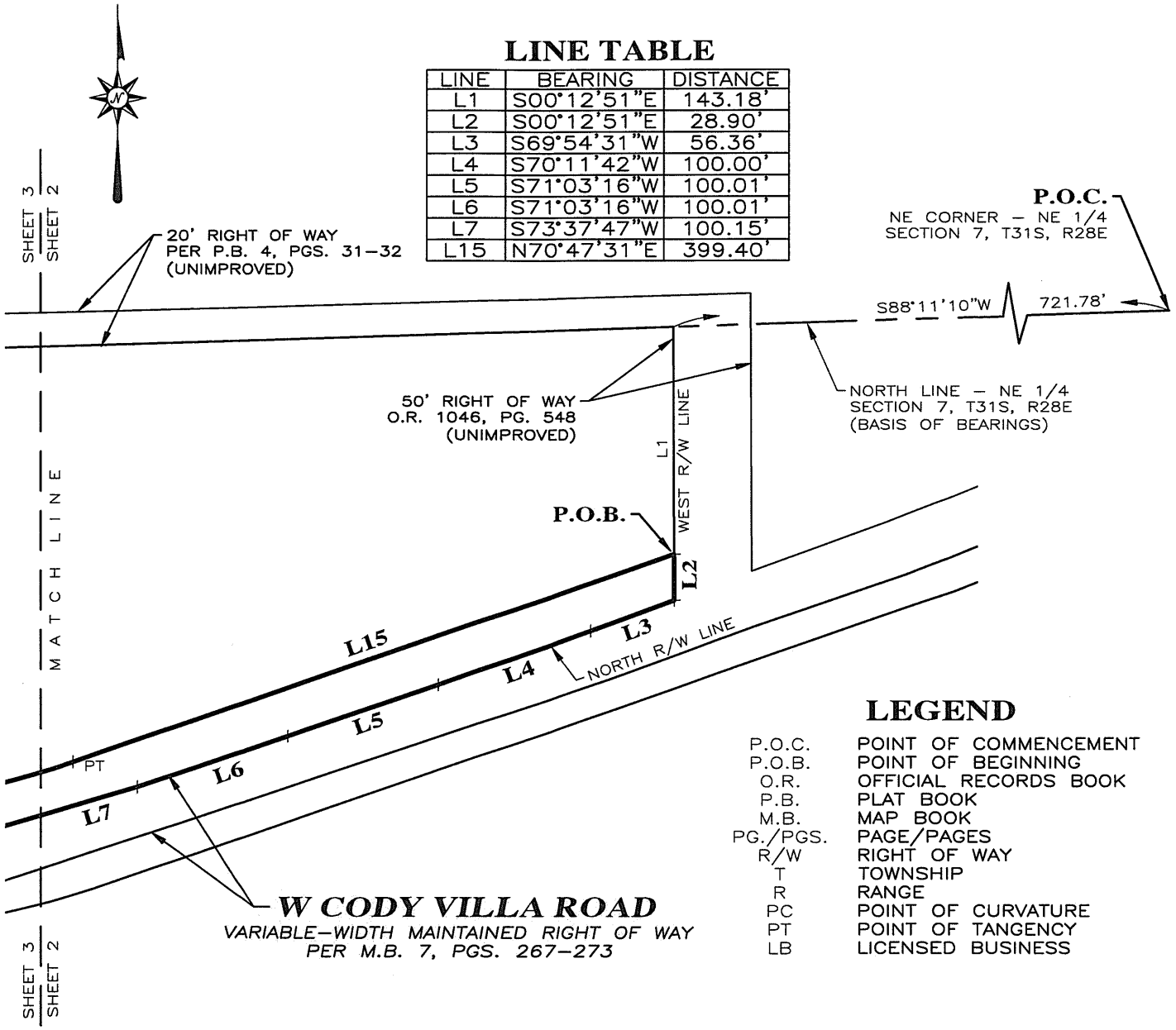
1063

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°12'51"E	143.18'
L2	S00°12'51"E	28.90'
L3	S69°54'31"W	56.36'
L4	S70°11'42"W	100.00'
L5	S71°03'16"W	100.01'
L6	S71°03'16"W	100.01'
L7	S73°37'47"W	100.15'
L15	N70°47'31"E	399.40'



LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
M.B.	MAP BOOK
PG./PGS.	PAGE/PAGES
R/W	RIGHT OF WAY
T	TOWNSHIP
R	RANGE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
LB	LICENSED BUSINESS

0 100 200

GRAPHIC SCALE 1"=100'

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COMPUTER FILE: 1009005SD.DWG	
SCALE: 1" = 100'	SHEET 2 OF 3

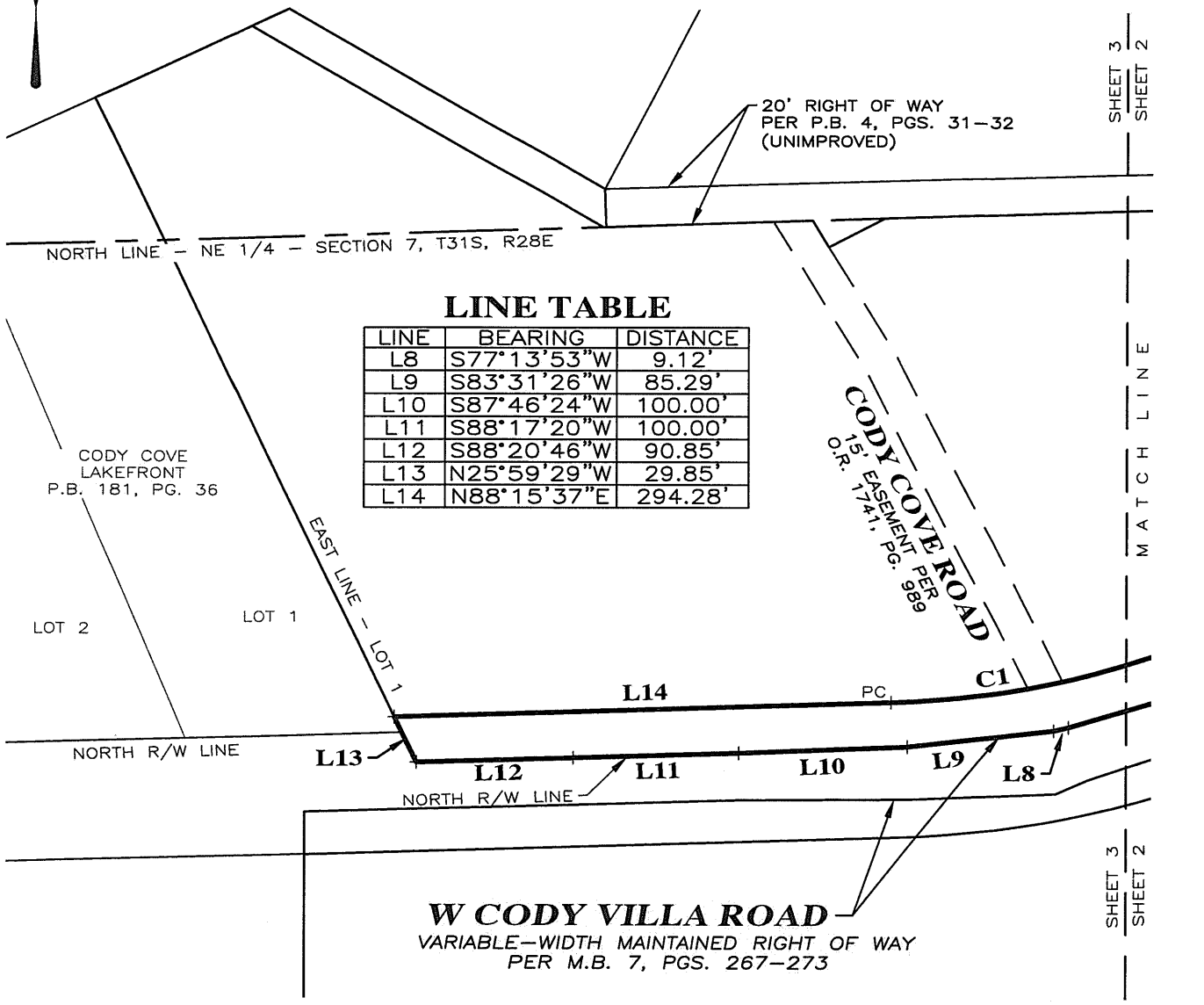
1064

SKETCH OF DESCRIPTION
RIGHT OF WAY DEDICATION

SECTION 7, TOWNSHIP 31 SOUTH, RANGE 28 EAST
CITY OF FROSTPROOF, POLK COUNTY, FLORIDA

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	530.00'	17°28'07"	N79°31'34"E	160.96'	161.59'



LINE TABLE

LINE	BEARING	DISTANCE
L8	S77°13'53"W	9.12'
L9	S83°31'26"W	85.29'
L10	S87°46'24"W	100.00'
L11	S88°17'20"W	100.00'
L12	S88°20'46"W	90.85'
L13	N25°59'29"W	29.85'
L14	N88°15'37"E	294.28'

0 100 200

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CREW CHIEF(S): N/A	
COMPUTER FILE: 1009005SD.DWG	
SCALE: 1" = 100'	SHEET 3 OF 3

Agenda Item R.29. 1/20/2026

SUBJECT

Approve Construction Contract with American Design Engineering Construction, Inc. for the City of Lake Wales Orange and Crystal Avenue project ($826,872.95 one-time expense)

DESCRIPTION

The Roads and Drainage Division requested Procurement to solicit bids from qualified contractors who were interested in a minor streetscape project in the City of Lake Wales. The project primarily consists of street resurfacing, constructing a sidewalk, ADA ramps, and installing a rain garden in the city.

Bid 25-677, City of Lake Wales Orange and Crystal Avenue Project was issued, and four contractors submitted a bid.

Company	Location	Total
American Design Engineering Construction Inc.	Weston, FL	$787,498.95
Gomez Construction Company	Winter Park, FL	$961,938.33
Cobb Site Development, Inc.	Wauchula, FL	$998,674.26
Cathcart Construction Company Florida, LLC	Winter Springs, FL	$1,095,775.00

A recommendation of award was issued to American Design Engineering Construction, Inc., and no protests were received. In accordance with Resolution No. 13-066, $39,374.00 was added to the contract for allowance work for a total contract amount of $826,872.95. The contract time for this project is 180 days to final completion. Allowance time for the project is 27 days.

This project is partially funded through a federally funded Local Agency Program (LAP) through the Florida Department of Transportation (FDOT). The FDOT has reviewed the documents and approves the County to enter into a construction contract with the lowest bidder American Design Engineering Construction, Inc.

RECOMMENDATION

Request Board approve a construction contract with American Design Engineering Construction, Inc. in the amount of $826,872.95 for Bid 25-677, City of Lake Wales Orange and Crystal Avenue Project.

FISCAL IMPACT

Funding is available in the Special Revenue Grant Fund and Transportation Millage Fund within the

Roads and Drainage CIP.

CONTACT INFORMATION

Ken Brush

Procurement Contracts Manager

863.534.6727

kenbrush@polk-county.net

PART E

CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and American Design Engineering Construction, Inc. its successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 25-677, City of Lake Wales Orange and Crystal Avenue Project (LAP) .

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of $787,498.95 plus the Allowance Work amount of $39,374 the total sum being $826,872.95. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Final Completion within 180 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 180 days. The allowance time for this project is 27 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment due until such time retainage is reduced in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contactor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

BY:_____
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY:_____
CHAIRMAN

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:
_____
Corporate Secretary
President

SEAL

CONTRACTOR: American Design Engineering Construction Inc.

BY:_____
Authorized Corporate Officer or Individual

Steven Espinal
(Printed or Typed Name of Signer)

VP
(Printed or Typed Title of Signer)

2200 N Commerce Pkwy suite 200. Weston, Fl. 33326
(Business Address of Contractor)

954 740 7777
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 18-12-2025 (Date) by Yuinier Steven ESPinal (Name of officer or agent) as VP (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☑ has produced Driver License as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 18th (Date) December 2025 (Official Notary Signature and Notary Seal) Maria Gonzalez

(Name of Notary typed, printed or stamped)

Commission Number HH 704281 Commission Expiration Date July 29, 2029

MARIA GONZALEZ
Notary Public - State of Florida
Commission # HH 704281
My Comm. Expires Jul 29, 2029

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

(Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 30,2025

AMERICAN DESIGN ENGINEERING CONSTRUCTION INC.
2200 NORTH COMMERCE PARKWAY
WESTON, FLORIDA 33326

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, PAVEMENT MARKING, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Retaining wall, Rip Rap, Tree Removal.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

PART D - EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we American Design Engineering Construction Inc hereinafter called the Principal) and Palomar Specialty Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of New Jersey and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of Five Percent Of The Total Amount Bid dollars ($ 5% Of The Total Amount Bid) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of City of Lake Wales Orange and Cryrstal Avenue Project

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 26th day of September 2025

ALTER
SURETY GROUP
www.altersurety.com

December 15, 2025

RE: City Of Lake Wales Orange and Crystal Avenue P&P Bond

To Whom it May Concern:
The Surety, Cincinnati insurance company is confirming that 5% of the bid for the project: City of Lake Wales Orange and Crystal Avenue is $39,374.95. Please contact us with any questions or concerns.

Thank you,

The Cincinnati Insurance Company
Jonathan A. Bursevich
Attorney-in Fact

5979 N.W. 151st Street • Suite 202 • Miami Lakes, FL 33014
Phone: 305-517-3803 • Fax: 305-397-1311

ATTEST:

Witness

Witness

PRINCIPAL: American Design Engineering Construction Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

Steven Espinal
Printed Name

VP
Title of Person Signing Above

ATTEST:

Witness Sherrin Martinez

Witness Doreen Shearin

SURETY: Palomar Specialty Insurance Company

Printed Name Jonathan A. Bursevich

BY: _____ (SEAL)
Attorney in Fact

Jonathan A. Bursevich
Printed Name

2740 St Rte 10 Suite 205, Morris Plains, NJ 07950
Business Address

305-446-9395

NOTES:
1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

PALOMAR SPECIALTY INSURANCE COMPANY

2740 Rt.10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That Palomar Specialty Insurance Company, a Corporation of the State of Oregon does hereby appoint: Warren M. Alter, David T. Satine, Jonathan A. Bursevich, Russ S. Stampler, Joseph K. Schwartz, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, Consents of Surety, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

IN WITNESS WHEREOF, Palomar Specialty Insurance Company of the State of Oregon has executed these presents this 22nd day of May, 2025.

Patrick J. Lynch, Sr., President of FIA

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 22nd day of May, 2025, before me came the above named authorized representative of Palomar Specialty Insurance Company, to me personally known to be the individual and representative described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto.

Kathleen Fochesto
Commission #2594310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2030

CERTIFICATE

Excerpts of Resolutions adopted by the Board of Directors of Palomar Specialty Insurance Company of the State of Oregon (the "Company") adopted May 21, 2025.

RESOLVED, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, and Patrick J. Lynch, Sr., President of the Company's affiliate First Indemnity of America Insurance Company ("FIA"), shall have the power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, Consents of Surety, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Resolutions were adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 22nd Day of May 2025.
This is notice that the Power of Attorney cited above is effective this day of , 2025.

Angela Grant, Secretary

PSI0132

Applicant Company Name: PALOMAR SPECIALTY INSURANCE COMPANY NAIC No: 20338
FEIN: 952379438

Uniform Certificate of Authority Application (UCAA)
Certificate of Compliance

STATE OF FLORIDA OFFICE OF INSURANCE REGULATION

I, MICHAEL YAWORSKY, hereby certify that I am the* INSURANCE COMMISSIONER of the State of FLORIDA and have supervision of insurance business in said State and as such I hereby certify that **PALOMAR SPECIALTY INSURANCE COMPANY** of PORTLAND. OR is duly organized under the laws of said State and is authorized to transact the business of D 090 INLAND MARINE.D 170 OTHER LIABILITY.D 240 SURETY.** insurance in this State.

IN TESTIMONY WHEREOF, I have hereunto set my hand at Tallahassee. Florida on this 30th day of January A.D. 2025.



MICHAEL YAWORSKY

* Insurance Commissioner, Officer or Superintendent of Insurance authorized to certify to the insurance business within the domiciliary state.
** Lines of Insurance as shown on Form 3 of UCAA

© 2022 National Association of Insurance Commissioners

PALOMAR SPECIALTY INSURANCE COMPANY

2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2024

Assets:	
Bonds	$ 686,591,749
Preferred & Common Stocks	146,342,958
Cash and Short Term Investments	45,143,035
Other Invested Assets	5,863,570
Investment Income Due and Accrued	6,001,526
Premiums and considerations	235,439,168
Reinsurance recoverable and funds held	18,147,075
Deferred Tax Asset	26,245,058
Other Assets	94,813,492
Total Admitted Assets	$ 1,264,587,631
Liabilities and Surplus:	
Reserve for Losses	120,255,575
Reinsurance payable on paid losses and LAE	9,742,369
Loss adjustment expenses	35,043,620
Commissions payable	2,467,666
Other Expenses	11,662,146
Taxes Licenses and Fees	13,260,456
Unearned premium	465,454,641
Ceded Reinsurance Balances Payable	71,459,464
Funds held	3,808,559
Amounts withheld or retained by company	250,000
Provision for Reinsurance	1,760,562
Payable to parent, subsidiaries and affiliates	76,703,963
Payable for securities	1,000,000
Total Liabilities	$ 812,869,022
Capital & Surplus:	
Common Stock, Paid Up	5,000,000
Paid in and Contributed Surplus	232,552,688
Unassigned Surplus	214,165,921
Surplus as Regards to Policyholders	$ 451,718,609
Total Liabilities and Surplus	$ 1,264,587,631

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December 2024, according to the best information, knowledge, and belief.

X _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss:

Subscribed and sworn to, before me, a Notary Public of the State of California in the County of San Diego, this 12th day of May, 2025 by Angela Grant.

X _____

BELINDA MENDOZA
COMM. #2492845
Notary Public - California
San Diego County
My Comm. Expires June 20, 2028

BOND # FP0027628

EXHIBIT II-A

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That American Design Engineering Construction Inc., as Principal, and * as Surety, located at 2740 St Rte 10 Suite 205, Morris Plains, NJ 07950 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of * Dollars ($ 826,872.95 in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Eight Hundred Twenty Six Thousand Eight Hundred Seventy Two 95/00

* First Indemnity of America Insurance Company

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in: (i) that certain purchase order dated December 8, 2025 (date of award) (the "Purchase Order") between Principal and Obligee for performance of Bid No. 25-677 (the "Bid") (the Bid and the Purchase Order are both fully incorporated herein and made a part of this Performance Bond by reference and are referred to hereinafter collectively as the "Bid Documents"; and (2) the Bid, at the times and in the manner prescribed in the Bid Documents, and;

2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Bid Documents; and

3. Performs the guarantee of all work and materials furnished under the Bid Documents for the time specified therein; and

4. Satisfies all claims and demands incurred under the Bid Documents, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Bid Documents during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.
The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies

against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Bid Documents entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Bid Documents granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Bid Documents as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Bid Documents and compliance or non-compliance with any formalities connected with the Bid Documents or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

The undersigned expressly acknowledge their obligations and liability for payment of liquidated damages suffered by the Obligee under the provisions of the Bid Documents

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this 15th day of December 2025

ATTEST:

Witness

Witness

PRINCIPAL: American Design Engineering Construction Inc.

BY: (SEAL)
Authorized Signature (Principal)

Steven E Spinal
Printed Name

VP
Title of Person Signing Above

ATTEST: As Per Attached Power of Attorney

Witness

Witness Sherrin Martinez

SURETY: First Indemnity of America Insurance a Palomar Company
Printed Name

Attorney in Fact

(SEAL)

Printed Name Jonathan A. Bursevich, Attorney-in-Fact

2740 St Rte 10 Suite 205, Morris Plains, NJ 07950
Business Address

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT II-B BOND # FP0027628

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That American Design Engineering Construction Inc., as Principal, and First Indemnity of America Insurance a Palomar Company as Surety, located at 2740 St Rte 10 Suite 205, Morris Plains, NJ 07950 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of Eight Hundred Twenty Six Thousand Eight Hundred Seventy Two 95/00 Dollars ($ 826,872.95) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with: (i) that certain purchase order dated November 8, 2017 (date of award) (the "Purchase Order") between Principal and Obligee for performance of Bid No. 25-677 (the "Bid") (the Bid and the Purchase Order are both fully incorporated herein and made a part of this Payment Bond by reference and are referred to hereinafter collectively as the "Bid Documents"; and (2) the Bid;

then the Surety shall have no obligation under this Payment Bond.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Bid Documents entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Bid Documents granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Bid Documents as a result of any

proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Bid Documents and compliance or non-compliance with any formalities connected with the Bid Documents or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this 15th day of December 2025 ~~2017~~.

ATTEST:

Witness

Witness

PRINCIPAL: American Design Engineering Construction Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

Steven E Spring
Printed Name

VP
Title of Person Signing Above

ATTEST: As Per Attached Power of Attorney

Witness

Witness Sherrin Martinez

SURETY: First Indemnity of America Insurance a Palomar Company
Printed Name

Attorney in Fact

_____ (SEAL)
Printed Name Jonathan A. Bursevich, Attorney-in-Fact

2740 St Rte 10 Suite 205, Morris Plains, NJ 07950
Business Address

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Warren M. Alter, David T. Satine, Jonathan A. Bursevich, Russ S. Stampler, Joseph K. Schwartz,, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, Consents of Surety, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, NOT TO EXCEED SIX MILLION DOLLARS FOR ANY BOND OR CONTRACT PRICE.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 21st day of May, 2025.

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY INCORPORATED 1978 NEW JERSEY

Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 21st day of May, 2025, before me came the above named authorized representative of First Indemnity of America Insurance Company, to me personally known to be the individual and representative described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.

KATHLEEN FOCHESTO NOTARY PUBLIC NEW JERSEY

Kathleen Fochesto

KATHLEEN FOCHESTO
Commission # 2394310
Notary Public, State of NewJersey
My Commission Expires
March 16, 2030

CERTIFICATE

Excerpts of Resolutions adopted by the Board of Directors of First Indemnity of America Insurance Company of the State of New Jersey adopted May 21, 2025.

RESOLVED, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, shall have the power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, Consents of Surety, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgagers, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing Resolutions were adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 21st day of May, 2025.
This is notice that the Power of Attorney cited above is effective this day of , 20 .

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY INCORPORATED 1978 NEW JERSEY

Jane E. Lynch, Secretary

FP0027628

BOND # FP0027628

EXHIBIT III
PAYMENT OF STORED MATERIALS

*American Design Engineering Construction Inc.

As regards payment for stored materials on Bid #25-677, and the inclusion by* ___ ___ (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this 15th day of December, 2025, by First Indemnity of America Insurance a Palomar Company

_____ (Name of Surety)

_____
Authorized signature of Surety
Jonathan A. Bursevich, Attorney-in-Fact

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Broward)

Ada Valentina Espinal ,being first duly sworn, deposes and says that:

1. They are Secretary of American Design Engineering Construction, Inc, the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed Ada Espinal

Title Secretary

Subscribed and sworn to before me this 29 day of September, 2025

by ADA VALENTINA ESPINAL

NOTARY, YENI KANTOROSINSKI, Yeni K

(Title)

My Commission expires October 13, 2025

YENI KANTOROSINSKI NOTARY My Comm. Expires October 13, 2025 No. HH 196218 PUBLIC STATE OF FLORIDA

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK BID # 25-677

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid# 25-677.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledge that no changes to sub-contractors used will be allowed after submittal at the pre- award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 29 day of September, 20 25

Name of Firm American Design Engineering Construction Inc.

By _____

Secretary
Title of Person Signing

Subscribed and sworn to before me this 29 day of September, 20 25

by ADA VALENTINA ESPINAL

(Title) NOTARY, YENI KANTOROSINSKI, Yeni K

My Commission expires October 13, 2025

YENI KANTOROSINSKI NOTARY My Comm. Expires October 13, 2025 No. HH 184218 PUBLIC STATE OF FLORIDA

EXHIBITV

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of Florida ,,
SS
County of Hillsborough

---------- being first duly sworn, deposes and says that:

1. They are Vice President of Blackrock Asphalt co ,hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Adec Construction the Contractor for certain work in connection with Bid: #25-677 City of Lake Wales ; Crystal Avenue

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed Jessica Concepcion

Title Vice President

Subscribed and sworn to before me this 15 day of Dec. 20 25

Ann M. Strawser

Notary / Book Keeper
(Title)

My Commission expires 1/29/27

ANN M STRAWSER
Notary Public - State of Florida
Commission # HH 355435
My Comm. Expires Jan 29, 2027
Bonded through National Notary Assn.

B24568

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects $250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid# 25-677

American Design Engineering Construction Inc. Steven Espinal
Contractor Signature

Steven Espinal
Printed Name of Signer

12/15/2025
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency

Name of Consultant/Contractor: American Design Engineering Construction Inc.

By: Steven Espinal

Date: 12/15/2025

Title: VP

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: American Design Engineering Construction Inc.

By: Steven Espinal Date: 12/15/2025

Authorized Signature: Steven Espinal

Title: VP

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES☐ XNO
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: Quarter: Date of last report: (mm/dd/yyyy)

4. Name and Address of Reporting Entity: 0 Prime 0 Subawardee Tier *if known:* American Design Engineering Construction Inc. 2200 N Commerce Pkwy suite 200, Weston, Fl. 33326 Congressional District, *if known:* 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:*
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Steven Espinal Print Name: Steven Espinal Title: VP Telephone No.: (954)740-7777 Date (mm/dd/yyyy): 12/15/2025

Standard Form LLL (Rev. 7-97)
Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid 0MB Control Number. The valid 0MB control number for this information collection is 0MB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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

PROJECT NAME: City of Lake Wales Orange and Crystal Avenue

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

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

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

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

Executed this 15 day of December, 2025.

ATTEST:

By: _____
PRINTED NAME: Llasbell Piantini
Its: Secretary

CONTRACTOR:

By: Steven Espinal
PRINTED NAME: Steven Espinal
Its: VP

Exhibit XXVI Affidavit Regarding the Use of Coercion for Labor or Services

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

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

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I currently serve as an officer or representative of the Nongovernmental Entity.

3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

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

Further Affiant sayeth naught.

American Design Engineering Construction Inc.
NONGOVERNMENTAL ENTITY

Steven Espinal
SIGNATURE

Steven Espinal
PRINT NAME

VP
TITLE

12/15/2025
DATE

SCRUTINIZED COMPANIES CERTIFICATION

EXHIBIT XXI

(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid 25-677

PROJECT NAME: City of Lake Wales Orange and Crystal Avenue

The undersigned, as Steven Espinal of American Design Engineering Construction Inc. (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

(i) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.

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

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

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

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

(d) the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.

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

(iv) The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:

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

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

(v) The undersigned is duly authorized to execute this Certification by and on behalf of the Contractor.

Executed this 15 day of December, 2025.

ATTEST:

By: _____
PRINTED NAME: Llasbell Piantini
Its: Secretary

_____

a _____

By: Steven Espinal
PRINTED NAME: Steven Espinal
Its: VP

EXHIBIT XXV

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned American Design Engineering Construction Inc. (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, American Design Engineering Construction Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Steven Espinal

Signature of Contractor's Authorized Official

Steven Espinal VP

Name and Title of Contractor's Authorized Official

12/15/2025

Date

EXHIBIT XXIV
CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONISBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

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

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

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

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

SIGNATURE: Steven Espinal

COMPANY NAME: American Design Engineering Construction Inc.

DATE: 12/15/2025

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 25-677
PROJECT NAME: City of Lake Wales Orange and Crystal Avenue Project (LAP)

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

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

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

Company Name: American Design Engineering Construction Inc.

Steven Espinal | VP | 12/15/2025
Signature | Title | Date

STATE OF: Florida

COUNTY OF: Broward

The foregoing instrument was signed and acknowledged before me this 15 day of December, 2025, by Yainier Steven Espinal (Print or Type Name) who has produced Driver License as identification.
(Type of Identification and Number)

Stephanie
Notary Public Signature

Stephanie Villamar
Printed Name of Notary Public

Sep 25, 2029
Notary Commission Number/Expiration

STEPHANIE VILLAMAR
Notary Public - State of Florida
Commission # HH 724980
My Comm. Expires Sep 25, 2029

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on December 10, 2025
(Letting Date)

Fill in your FDOT Vendor Number
VF 260713097
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 4,141,897.87

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

American Design Engineering Construction Inc.
NAME OF FIRM

Sworn to and subscribed this 10 day of December, 20 25

By: Steven Espinal
VP
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
T5859, FDOT District 5	$2,732,457.70	$750,000.00	$1,982,457.70	$1,862,457.70	
E1Y13, FDOT District 1	$1,606,941.22	$0.00	$1,606,941.22	$1,606,941.22	
Lake Wales 25-677, Polk County	$787,498.95	$150,000.00	$637,498.95	$637,498.95	
Jupiter Community Park	$3,294,000.00	$1,136,400	$2,157,600.00	$35,000.00	
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$4,141,897.87	$
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$4,141,897.87	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: Polk County
BID LETTING OF: 10/1/2025

I, Steven Espinal (NAME) hereby declare that I am

VP (TITLE) of American Design Engineering Construction Inc. (FIRM)

of 2200 N Commerce Parkway, Suite 200 Weston, FL, 33326 (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: American Design Engineering Construction Inc. (Seal)

BY: Steven Espinal VP
NAME AND TITLE PRINTED

BY: Steven Espinal
SIGNATURE

WITNESS: Lisabel Piantini

WITNESS: Natalie De Abreu

Executed on this 15 day of December 2025

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix 8-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50
PROCUREMENT
OGC- 1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
NA	NA	NA

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
NA	NA	NA

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification_

Printed Names	Signatures	Date
NA	NA	NA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
07/24

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	American Design Engineering Construction Inc.
Address:	2200 N Commerce Pkwy suite 200, Weston, Fl. 33326
Phone Number:	954 740 7777
Authorized Representative's Name:	Steven Espinal
Authorized Representative's Title:	VP
Email Address:	steven.espinal@adeconstructioninc.com

AFFIDAVIT

I, *Steven Espinal*, as authorized representative attest that *American Design Engineering Construction, Inc.* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Steven Espinal
(Signature of authorized representative)

12/15/2025
Date

STATE OF FLORIDA
COUNTY OF Broward
Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 15th day of December 2025 (year), by Yarnier Steven Espinal

Stephanie Villamar
Notary Public, not required when digital
September 25 2029
Commission Expires
Personally Known ☐ OR Produced Identification ☑
Type of Identification Produced
FL Driver License

STEPHANIE VILLAMAR
Notary Public - State of Florida
Commission # HH 724980
My Comm. Expires Sep 25, 2029

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP INITIAL DESIGN BUILD CERTIFICATION

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Submitted by Local Agency: _____

Title: Date:

Certified by FDOT: _____

Title: Date:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

INITIAL DESIGN BUILD CERTIFICATION

575-095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: NAA _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Certified by: _____

Title: Date:

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK BID # 25-677

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid# 25-677.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledge that no changes to sub-contractors used will be allowed after submittal at the pre- award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 15 day of December, 20 25

Name of Firm American Design Engineering Construction Inc.

By Steven Espinal

VP
Title of Person Signing

Subscribed and sworn to before me this 15 day of December 20 25

Stephanie

Notary Public, Stephanie Villamar
(Title)

My Commission expires September 25, 2029

STEPHANIE VILLAMAR
Notary Public - State of Florida
Commission # HH 724980
My Comm. Expires Sep 25, 2029

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to http://vendordirectory.polk-county.net/default.aspx?id=O , Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

	Division of Work	Results of Good Faith Effort
1.	Blackrock Asphalt Co	WMBE
2.		
3.		
4.		
5.		

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring. Special (Trench Excavation)

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (OLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. NA	NA	0	$ 0.00	$ 0.00
B.			$	$
C.			$	$
D.			$	$
			Total	$ 0.00

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: American Design Engineering Construction Inc.

Address: 2200 N Commerce Pkwy suite 200, Weston, Fl. 33326

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

   YES_ NO

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

   YES_ NO

3. Bidder has filed all compliance reports due under applicable instructions:

   YES__ NO

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification - The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law - U.S. Code, Title 18, Section 1001.)

Yainier Steven Espinal

Printed Name

VP

Title

Steven Espinal

Signature

12/15/2025

Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that American Design Engineering Construction Inc. does: (Name of Business)

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's 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 subsection (a).

4. In the statement specified in subsection (1), 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 1892 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 this section.

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

Steven Espinal

Bidders Signature

12/15/2025

Date

EXHIBITX

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this 9 day of December, 20 25

Name of Firm American Design Engineering Construction, Inc.

By Steven E Spinal

Vicepresident

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This 15th day of December 2025

Notary Public: Stephanie Villamar

My Commission Expires: September 25, 2029

STEPHANIE VILLAMAR
Notary Public - State of Florida
Commission # HH 724980
My Comm. Expires Sep 25, 2029

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION FOR CONSTRUCTION

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: Polk County

LETTING DATE: 12/15/2025

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

X Right of way was not acquired for this project.

_ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

X No persons or businesses were required to move or move personal property from the project right of way.

_ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

X No structures or improvements, including encroachments, required removal from the project right of way.

_ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

X No structures or improvements requiring asbestos abatement were located on the project right of way.

_ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Certified by: Steven Espinal VP 12/15/2025

Title: Date:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION($)

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO_ (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

X Right of way was not acquired for this project.

_ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

X No persons or businesses were required to move or move personal property from the project right of way.

_ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

X No structures or improvements, including encroachments, required removal from the project right of way.

_ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

X No structures or improvements requiring asbestos abatement were located on the project right of way.

_ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION(S)

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by: Steven Espinal VP — Title:

12/15/2025 — Date:

Director's Comments:

The above exceptions are approved:

Director, Office of Right of Way — Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION

575.095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ **MANAGING** DISTRICT _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: Polk County

LETTING DATE: 12/15/2025

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

X Right of way was not acquired for this project.

_ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

X No persons or businesses were required to move or move personal property from the project right of way.

_ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

X No structures or improvements, including encroachments, required removal from the project right of way.

_ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

X No structures or improvements requiring asbestos abatement were located on the project right of way.

_ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____

Title: Date:

Certified by FDOT _____

Title: Date:

LAP CERTIFICATION WITH EXCEPTION(S)

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____ _____
LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

X Right of way was not acquired for this project.

_ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

X No persons or businesses were required to move or move personal property from the project right of way.

_ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

X No structures or improvements, including encroachments, required removal from the project right of way.

_ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

X No structures or improvements requiring asbestos abatement were located on the project right of way.

_ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____
Title: Date:

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by FDOT: _____

Title: Date:

Director's Comments:

The above exceptions are approved:

_____

Director, Office of Right of Way Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

INITIAL DESIGN BUILD CERTIFICATION

575-095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: NAA

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Certified by: _____

Title: Date:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP INITIAL DESIGN BUILD CERTIFICATION

575-095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ **MANAGING** DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT **NO.**: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Submitted by Local Agency: _____

Title: Date:

Certified by FDOT: _____

Title: Date:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
07/24

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	American Design Engineering Construction Inc.
Address:	2200 N Commerce Pkwy suite 200, Weston, Fl. 33326
Phone Number:	954 740 7777
Authorized Representative's Name:	Steven Espinal
Authorized Representative's Title:	VP
Email Address:	steven.espinal@adeconstructioninc.com

AFFIDAVIT

I, *Steven Espinal*, as authorized representative attest that *American Design Engineering Construction, Inc.* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Steven Espinal — 12/15/2025

(Signature of authorized representative) Date

STATE OF FLORIDA
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 15th day of December 2025 (year), by Yainer Steven Espinal

Stephanie Villamar
Notary Public, not required when digital

September 25, 2029
Commission Expires

Personally Known ☐ OR Produced Identification ☑

Type of Identification Produced

FL Driver License

STEPHANIE VILLAMAR
Notary Public - State of Florida
Commission # HH 724980
My Comm. Expires Sep 25, 2029

Part C - BID SUBMITTAL
(Not to Exceed)

NAME OF PROJECT: City of Lake Wales Orange and Crystal Avenue Project (LAP) Bid 25-677

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE PROVIDED FOR THIS BID SUBMITTAL TO BE CONSIDERED BY THE COUNTY.

1. **BIDPRICE** $ 787,498.95
(Note: This total represents the sum. of the unit prices on page **BSU-2 through BSU-3.)**

WRITTEN AMOUNT (SPELL OUT)

Seven hundred eighty-seven thousand four hundred ninety-eight DOLLARS

and ninety-five cents CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** 180 CALENDAR DAYS TO FINAL COMPLETION

3. **NAME OF BIDDER:** American Design Engineering Construction Inc.
(typed or printed: firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

FDOT CERTIFICATE
State Certification Number

Individual's Name (Print or Type)

Polk County Registration Number

Individual's Name (Print or Type)

Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. 1 & 2 Date March 13, 2025

Addendum No. 3 Date March 19, 2025

Addendum No. 4 Date March 26, 2025

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date October 1, 2025
(Bid Receiving Date)

BIDDER: American Design Engineering Construction Inc

BY: Steven Espinal
(Authorized Signature - in ink)

Steven Espinal
(Printed Name of Signer)

Vicepresident
(Printed Title of Signer)

2200 N Commerce Pkwy	Weston	FL 33026	
Address	City	State	Zip Code

954-740-7777
Telephone Number

steven.espinal@adeconstructioninc.com
Email Address

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

FDOT CERTIFICATE
State Certification Number

Individual's Name (Print or Type)

Polk County Registration Number

Individual's Name (Print or Type)

Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. 5 Date June 5, 2025

Addendum No. 6 Date September 18, 2025

Addendum No. Date

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date October 1, 2025
(Bid Receiving Date)

BIDDER: American Design Engineering Construction Inc

BY: Steven Espinal
(Authorized Signature - in ink)

Steven Espinal
(Printed Name of Signer)

Vicepresident
(Printed Title of Signer)

2200 N Commerce Pkwy	Weston	FL 33026	
Address	City	State	Zip Code

954-740-7777
Telephone Number

steven.espinal@adeconstructioninc.com
Email Address

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

_____(Official Notary Signature and Notary Seal)

_____(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF FLORIDA County OF Palm Beach

The foregoing instrument was acknowledged before me by means of _ physical presence or online notarization this October 1, 2025 (Date) by Yainier Steven Espinal (Name of officer or agent) as VP Steven Espinal (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and _ is personally known to me or has produced Driver License as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 10/1/2025 (Date) _____

Sarah Brown (Official Notary Signature and Notary Seal)

Sarah Brown (Name of Notary typed, printed or stamped)

Commission Number HH474435 Commission Expiration Date 12/18/2027

SARAH BROWN Notary Public - State of Florida Commission # HH 474435 My Comm. Expires Dec 18, 2027

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____(Official Notary Signature and Notary Seal)

_____(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

September 18, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

This is the 6th Addendum for the Project but the 1st Addendum for BID #25-677

CITY OF LAKE WALES ORANGE AND CRYSTAL AVENUE PROJECT

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

Contained within this addendum:

1. This project has been bid 2 times prior under Bid 25-288 and Bid 25-444 but was not awarded. This is the 1st addendum that has been posted for Bid 25-677 but is the 6th addendum for the project. All the previous addendums for this project are available in Bid 25-677 Addendum #6 Attachment A. Any additional documents that were requested in earlier addendums have been provided on the County's FTP site.

   To obtain a copy of the documents for this bid please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is ***procurevendor*** and the password is ***solicitation***. After you have logged in to the FTP site, double click on the file folder "**Bid 25-677, City of Lake Wales Orange and Crystal Avenue Project.zip**", select "Open" or "Save As" to download the Bid documents. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: Steven Espinal

Printed Name: Steven Espinal

Title: VP

Company: American Design Engineering Construction Inc.

Bid 25-677 Addendum #6 Attachment A

March 13, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1
BID# 25-288

CITY OF LAKE WALES ORANGE AND CRYSTAL AVENUE PROJECT

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

Contained within this addendum:

1. Questions received and answered.
2. Park Avenue sign example added to the FTP site.

To obtain a copy of the specifications, Park Avenue sign example and drawings please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 25-288, City of Lake Wales Orange and Crystal Avenue Project.zip**", select "Open" or "Save As" to download the Bid documents, drawings, Park Avenue sign example and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Michael Guerrero at michaelguerrero@polk-county.net.

Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: *Steven Espinal*

Printed Name: Steven Espinal

Title: VP

Company: American Design Engineering Construction Inc.

BID 25-288
CITY OF LAKE WALES ORANGE AND CRYSTAL AVENUE PROJECT
ADDENDUM #1

Question 1: Bid package says firm must have a Polk County Local Business Tax Receipt.

Answer: This will only be required from the awarded vendor. This will be obtained from the County Tax Collector Office. This does not restrict any competition.

Question 2: Does Phase 1 have to be constructed before Phase 2?

Answer: Discussion with the EOR and City can be conducted to determine if this would be allowed. City may be flexible to allow this.

Question 3: Are there any details for the pavers for installation? Tabulation of Quantities show bid item for Detectable Warning (Tactile Pavers).

Answer: See Note 18 on Sheet C-01. Will match what is on Park Avenue.

Question 4: Are signs to be provided by Brandon Industries or approved equal.

Answer: Signs are to match what exists on Park Ave. Signs and posts may also be provided by Traffic Control Products. See page 1 of this addendum 1 for instructions on how to access the County's FTP site.

Question 5: Does the concrete mix have to be approved by FDOT? Can regular commercial 3000psi with fiber be used?

Answer: See Specification Section 344. It defines the work as Concrete Work Category 1, Cast in Place Nonstructural Concrete Including Sidewalks. The section goes into detail as to the requirements regarding approved concrete.

Question 6: Regarding irrigation, will the city put in sleeves?

Answer: Yes.

Question 7: Will the sprinklers be active while the Contractor is planting the trees?

Answer: That is the plan. Contractor is only responsible for planting the trees.

Question 8: Will there be a full time CEI on site?

Answer: Yes.

Question 9: Is this project fully funded by the State as a LAP Project or is there City and Polk County funds?

Answer: FDOT is providing a substantial portion of the funding with the City providing the remainder.

Question 10: Is this an on-system or off-system project?

Answer: Off-system project.

Question 11: Is Contractor required to have a Q/C tester on site?

Answer: No, a full time CEI will be on site.

Question 12: Is this a Davis-Bacon Act and Davis-Bacon Act Related project type? Different salary rates depending on type.

Answer: Davis-Bacon Wage Rates are required for this project.

Question 13: Specs mention FDOT classifications for Contractor.

Answer: Between Prime Contractor and subs, all required classifications need to be covered.

Question 14: What pay item is to be used for pressure washing all concrete that is to remain?

Answer: This is an incidental cost and should be included in the cost of Item #9 – Concrete Sidewalk (4").

Question 15: There does not appear to be a pay item for the removal of 6" curb.

Answer: Include in Pay Item #6 – Removal of Existing Concrete Pavement (Sidewalk and Curb)

Question 16: Is this project requiring bidders to have a general contractor's license?

Answer: No. As stated in Supplementary Conditions, Qualification Requirements, Item 2.1 The prime contractor or subcontractors shall be on the Current List of FDOT Prequalified Contractors in the following work classes: Flexible Paving (10); Landscaping (18); Pavement Marking (28); Roadway Signing (38); Sidewalk, Driveways, Curbs (40).

Question 17: Questions about the trees:

- 5.5"-6.6"cal Nutall only 1 supplier in Fl may have them still not sure on availability for time of installation. Recommend substituting Shumard, but we will still have limited availability in the caliper spec required. Can any other tree be substituted?
- Bluff Oaks are not grown in Florida, they are primarily used in the Carolinas over to Mississippi. Again, my recommendation in substitute Shumard Oaks.

Answer: Based on coordination with the City of Lake Wales Parks and Horticulture Department, the Contractors shall prepare their proposals using the specified Nutall and Bluff Oaks.

March 13, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2
BID# 25-288

CITY OF LAKE WALES ORANGE AND CRYSTAL AVENUE PROJECT

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

Contained within this addendum:

1. New contact information.

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

Michael Guerrero
Michael Guerrero
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: *Steven Espinal*

Printed Name: Steven Espinal

Title: VP

Company: American Design Engineering Construction Inc.

March 19, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3
BID# 25-288

CITY OF LAKE WALES ORANGE AND CRYSTAL AVENUE PROJECT

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

Contained within this addendum:

1. Questions received and answered.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: *Steven Espinal*

Printed Name: Steven Espinal

Title: VP

Company: American Design Engineering Construction Inc.

BID 25-288
CITY OF LAKE WALES ORANGE AND CRYSTAL AVENUE PROJECT
ADDENDUM #3

Question 1: Per bid sheet the asphalt overlay request fc 9.5 but the plans show asphalt sp 12.5:

Answer: All references on the Typical Section, Tabulation of Quantities, and Bid Sheet should be for Asphalt Concrete Friction Course, Traffic C, FC-9.5, PG 76-22 (FDOT Pay Item 337 7 82).

Question 2: Will the info for the 4 unspecified trees be forthcoming?

Answer: All tree types are identified in the Tabulation of Quantities, Sheets C-04 and C-05, and the Bid Sheet.

Question 3: Will there be any maintenance or watering required after installation?

Answer: Contractor will be responsible for watering the trees until the project is accepted by the City of Lake Wales.

Question 4: Any irrigation to be installed?

Answer: Irrigation will be installed by the City of Lake Wales.

Question 5: Landscape & Irrigation - Can you please share with us the spec on the soil for the rain garden.

Answer: Soil specifications are provided below and are to be considered as incidental to the Rain Garden cost. The bioretention soil mix is to be 60% to 70% silica sand by volume (fine to medium), with 30% to 40% organic compost such as sphagnum moss partially decomposed, 100% passing ½" sieve with a pH 3.4 to 4.8.

March 26, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #4
BID# 25-288

CITY OF LAKE WALES ORANGE AND CRYSTAL AVENUE PROJECT

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

Contained within this addendum:

1. The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, April 2, 2025, prior to 2:00 p.m.

2. Addendum 4 Revised Bid Sheet added to the FTP site.

To obtain a copy of the Addendum 4 Revised Bid Sheet please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 25-288, Lake Wales Orange & Crystal Avenue.zip**", select "Open" or "Save As" to download the Bid documents, drawings, Park Avenue sign example, technical specifications, Addendum 4 Revised Bid Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Ken Brush
Ken Brush
Procurement Contract Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: Steven Espinal

Printed Name: Steven Espinal

Title: VP

Company: American Design Engineering Construction Inc.

June 5, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

This is the 5th Addendum for the Project but the 1st Addendum for Bid 25-444

CITY OF LAKE WALES ORANGE AND CRYSTAL AVENUE PROJECT

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

Contained within this addendum:

1. Questions received and answered.
2. Irrigation plans, revised drawings, revised bid sheet, and updated wage rates added to the FTP site.

To obtain a copy of the irrigation plans, revised drawings, revised bid sheet, and updated rage rates please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**Bid 25-444, City of Lake Wales Orange and Crystal Avenue Project.zip**", select "Open" or "Save As" to download the Bid documents, drawings. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature: Steven Espinal

Printed Name: Steven Espinal

Title: VP

Company: American Design Engineering Construction Inc.

BID 25-444
CITY OF LAKE WALES ORANGE AND CRYSTAL AVENUE PROJECT
ADDENDUM #5

Question 1: Does the County know where the requested trees are available?

Answer: Regarding tree type availability, City of Lake Wales Horticulturist said to contact Marshall Tree Farm for Nuttall Oaks and American Sweetgums; Bluff Oaks will be available in August 2025 at Cherrylake.

Question 2: When is it anticipated for construction to begin?

Answer: The County anticipates construction to begin in September 2025.

Question 3: Is the project an FDOT on system or off system project?

Answer: The project is an FDOT off system project.

Question 4: Are videos required for the project?

Answer: Yes, pre and post videos are required and should be included in the contractor's mobilization pay item.

Question 5: Is the contractor allowed to mill both streets at the same time?

Answer: Yes, as long as there is always at least 1 lane open for traffic.

Question 6: Will the contractor be responsible for Q/C?

Answer: No. There will also be a full time CEI on site for the project.

Question 7: Does the contractor need to replace any soil?

Answer: The contractor should replace the existing soil for the new Sweet Gum tree on Market Street not in a rain garden.

Question 8: Is there a specific mix the contractor should use for curbs?

Answer: The contractor should use a fiber mix 3000psi concrete for curbs.

Question 9: Is this a Davis-Bacon Act and Davis-Bacon Act Related project type? Different salary rates depending on type?

Answer: The project is Davis-Bacon Act and the contractor should use the updated wage rates that are on the FTP site and made a part of this bid.

Question 10: Will the contractor need to certify payroll?

Answer: Yes, the contractor will need to submit certified payrolls.

Bid 25-677 BID SHEET

No.	Item #	UoM	Approx Qty	Item	Unit Price In Figures	Total Amount
				GENERAL		
1	101-1	LS	1	MOBILIZATION (INCLUDES SURVEY, BONDS, INSURANCE, ETC.)	$ 120,000.00	$ 120,000.00
2	102-1	LS	1	MAINTENANCE OF TRAFFIC	$ 20,000.00	$ 20,000.00
3	105-1	LS	1	CONTRACTOR'S QUALITY CONTROL (CONSTR. MATERIALS TESTING)	$ 20,000.00	$ 20,000.00
				STREET CONSTRUCTION		
4	104-18	EA	6	INLET PROTECTION SYSTEM	$ 65.00	$ 390.00
5	110-1-1	SF	4900	CLEARING & GRUBBING (INCL. REMOVAL OF EXISTING ASPHALT PVM'T)	$ 4.00	$ 19,600.00
6	110-4	SY	1435	REMOVAL OF EXISTING CONCRETE PVMT (INCL. SIDEWALK AND CURB)	$ 5.00	$ 7,175.00
7	285-701	SY	1250	OPTIONAL BASE, BASE GROUP 01 (4" WALK BASE)	$ 15.00	$ 18,750.00
8	285-704	SY	185	OPTIONAL BASE, BASE GROUP 04 (6" LIMEROCK) (DRIVEWAY ENTRANCE BASE)	$ 15.00	$ 2,775.00
9	522-1	SY	1250	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (INCL. ADJACENT CURB/GUTTER)	$ 60.00	$ 75,000.00
10	522-2	SY	185	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	$ 75.00	$ 13,875.00
11	527-2	SF	160	DETECTABLE WARNINGS (TACTILE PAVERS)	$ 50.00	$ 8,000.00
12		LF	1900	RAISED PLANTER / RAIN GARDEN CURB	$ 30.00	$ 57,000.00
13	711-11-11	GM	0.21	THERMO (STD), WHITE, SOLID, 6"	$ 3,500.00	$ 735.00
14	711-11-211	GM	0.29	THERMO (STD), DOUBLE, YELLOW, SOLID, 6"	$ 3,500.00	$ 1,015.00
15	711-11-421	LF	73	THERMO (STD), BLUE, SOLID	$ 3.00	$ 219.00
16	711-11-160	EA	1	THERMO (STD), WHITE, SOLID, 6" HC SYMBOL	$ 200.00	$ 200.00
17	711-14-123	LF	259	THERMO (STD), (WHITE), (12") (SPECIAL EMPHASIS CROSSWALKS)	$ 6.00	$ 1,554.00
18	711-11-124	LF	379	THERMO (STD), WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	$ 8.00	$ 3,032.00
19	711-11-125	LF	144	THERMO (STD), (WHITE) (24") (CROSSWALKS)	$ 10.00	$ 1,440.00
20	711-11-125	LF	80	THERMO (STD) (WHITE) (24") STOP BARS	$ 10.00	$ 800.00
21		SF	4900	RAIN GARDENS (COMPLETE)	$ 30.00	$ 147,000.00
22	700-1-111	EA	5	DECORATIVE SIGN POST w/ STOP SIGN 30"x30" R1-1	$ 1,100.00	$ 5,500.00
23	700-1-111	EA	3	DECORATIVE SIGN POST w/ STOP SIGN 30"x30" R1-1 WITH 2 STREET NAME SIGNS	$ 1,100.00	$ 3,300.00
24	700-3-106	EA	8	ALL WAY SIGN 18"X6" R1-3P) ON STOP SIGNS	$ 1,100.00	$ 8,800.00
25	700-1-111	EA	2	DECORATIVE SIGN POST W/STATE LAW STOP FOR PEDESTRIANS R01-06A	$ 1,100.00	$ 2,200.00
26	700-1-111	EA	9	DECORATIVE SIGN POST W/3 HR PARKING SIGN	$ 1,050.00	$ 9,450.00
27	700-1-111	EA	1	HANDI-CAP SIGN FTP-21-06	$ 950.00	$ 950.00
28	327 70 6	SY	5115	MILLING OF EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	$ 7.73	$ 39,538.95
29	337-7-82	TN	460	ASPHALTIC CONCRETE FRICTION COURSE, FC-9.5	$ 280.00	$ 128,800.00
				LANDSCAPE		
30		EA	6	QUERCUS TEXANA - NUTALL OAK	$ 1,000.00	$ 6,000.00
31		EA	10	QUERCUS AUSTRINA - BLUFF OAK	$ 1,000.00	$ 10,000.00
32		EA	4	LIQUIDAMBAR STYRACIFLUA - SWEET GUM	$ 1,100.00	$ 4,400.00
				PROJECT CONTINGENCY		
	999-906	$	1	MISCELLANEOUS	$ 50,000.00	$ 50,000.00
				BASIS OF AWARD (GENERAL + STREET + LANDSCAPING + CONTINGENCY) TOTAL:		$ 787,498.95

American Design Engineering Construction Inc

Company Name

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS

BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS FOR:

CITY OF LAKE WALES ORANGE AND CRYSTAL AVENUE PROJECT

BID FILE NO: #25-677

County Project: LAP 452246-1-58-01

FDOT FINANCIAL MANAGEMENT NUMBER: 452246-1

FEDERAL-AID PROJECT NUMBER: 452246-1

ISSUE DATE: August 20, 2025

SPECIAL NOTE: Construction Engineering Inspection (CEI) for oversight will be provided under the LAP CEI Continuing Services Contract. Construction may not begin until after the CEI task order has been executed.

PROCUREMENT DIVISION
330 W CHURCH STREET, ROOM 150
DRAWER AS05, P.O. BOX 9005
BARTOW, FLORIDA 33830/33831-9005
Website: www.polk-county.net
Procurement Contracts Manager: Ken Brush
E-Mail: kenbrush@polk-county.net
Main Number: (863) 534-6757
Fax: (863) 534-6789

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BID REGISTRATION

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

Bid Number and Title: 25-677, City ofLake Wales Orange and Crystal Avenue Project (LAP)

The project consists of street resurfacing, ADA and tree improvements along East Crystal Avenue and East Orange Avenue from North 1st Street to North Market Street and along North Market Street between East Orange Avenue and East Park Avenue in downtown Lake Wales. This project will install sidewalks, ADA ramps, and landscaped rain gardens to newly resurfaced streets, enhancing mobility and providing safer travel for vehicles, pedestrians, and bicyclists.

Receiving Period: Wednesday, October 1, 2025, Prior to 2:00p.m. Bid

Opening: Wednesday, October 1, 2025, 2:00p.m.

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

BIDDER REGISTRATION

FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____State:_____Zip Code:_ _____

Phone:_____ ____E-mail: _____ _____

BID SUBMITTAL INSTRUCTIONS

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	25-677
Bid Title	City of Lake Wales Orange and Crystal Avenue Project (LAP)
Due Date/Time:	October 1, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Bid Submittal:

If you are interested in submitting your bid electronically, bidders may do so via the County's secure electronic submittal website, Kiteworks. Bidders must email kenbrush@polk-county.net at least 48 hours prior to bid opening to receive a link to upload their submittal.
Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents "Bid 25-677 - Title of Document"

For Excel Bid Sheets "Bid 25-677- Bid Sheet"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

PART A- BIDDING REQUIREMENTS

INVITATION FOR BID

NAME OF BID: CITY OF LAKE WALES ORANGE AND CRYSTAL AVENUE PROJECT (LAP)

BID NUMBER: 25-677

BID BOND IS REQUIRED

PAYMENT AND PERFORMANCE BONDS ARE REQUIRED

MADATORY PRE-BID CONFERENCE: **Thursday, September 11, 2025, at 10:00A.M. at the Polk County Roads and Drainage complex, located at 3000 Sheffield Rd., Conference Room 102, Winter Haven, FL 33880.** An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive BID DUE/DATE/TWE: October 1, 2025, PRIOR TO 2:00P.M.
DATE/TWE OF BID OPENING: October 1, 2025, AT 2:00P.M. Or As Soon As Possible Thereafter PLACE OF BID OPENING: PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830

DEADLINE FOR QUESTIONS FROM BIDDERS: MONDAY, SEPTEMBER 22, 2025

INSTRUCTION TO BIDDERS

1.0 Bids

1.1 Supplementary Conditions, Special Conditions, Plans, Drawings, Instructions to Bidders, the Conditions of the Contract, Exhibits, the Bid Submittal, Technical Specifications, any resulting addenda issued, and the Contract together therein identified constitute the entire "bid package" and upon award shall constitute the Contract Documents concerning this present bid matter.

1.2 The bid must be submitted in a sealed envelope. The face of the envelope should state the Bid Title and Bid Number, the name of the company submitting the bid and the date and time of the bid opening. Bidders are not required to return the Instructions to Bidders, Conditions of the Contract or Contract with their bids, unless specified elsewhere in this Bid Package.

1.3 The following documents, collectively, comprise the "Bid Submittal" which, when tendered, on or before the Bid due date and time, must include:

- Part C-Bid Sheets and Acknowledgment Form,
  - With the manual signature of an authorized representative of the company or their designee,
  - Bid prices must be entered on the Part C - Bid Sheets and Acknowledgment Form (no other bid submittals will be accepted),
  - All information requested on BSU-2 - BSU-4.
- Exhibit I, Bid Bond.
- Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
- Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VIA and Exhibit VIB).
- All additional information requested as a "must" item in any Addendum.
- All corrections made by the Bidder to the Bid Sheets and Acknowledgment Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
- One original and one copy of the complete Bid Submittal must be tendered.

1.4 All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent low, responsive and responsible bidder during the Bid Analysis phase.

- These items include:
  - o Exhibit IIA, Performance Bond
  - o Exhibit IIB, Payment Bond
  - o Exhibit VII, Trench Safety Act Compliance,
  - o Exhibit Vill, Equal Employment Opportunity,
  - o Exhibit IX, Drug-Free Work Place Form,
  - o Exhibit X, Safety Requirements/Regulations,
  - o Part G-Florida Department of Transportation Forms & Documents,
  - o Any items called for in the Supplementary Conditions.

1.5 All prices quoted are to be F.O.B. job site in Polk County, Florida. Bid amount shall be inclusive of all costs. Nothing herein shall prohibit the County from deleting line items and purchasing said items directly from a supplier if it is determined that there is sufficient sales tax savings to make purchasing by the County practical.

1.6 It is the Bidder's responsibility to ensure their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram, telephone, email or facsimile are not acceptable. The bid opening shall be public, on the date and time specified under Invitation for Bid. Bid tabulations may be downloaded from the County's web site. Each Bidder must execute their bid with their full name, and title and give their address, fax, telephone and email address. In cases where a firm or corporation submits a bid submittal, the bid submittal shall be signed with the full name of each member of the firm, or the name of the officer of the corporation authorized by its by-laws, in addition to the address of such firm or corporation and such officer.

1.7 The Bidder is solely responsible for reading and completely understanding the requirements of the Contract Documents. The bid opening time will be scrupulously observed. Under no circumstances will Bid Submittals delivered after the delivery time specified be considered. Late Bid Submittals shall not be accepted.

1.8 Bid Submittals may be withdrawn by notifying the County, in writing, at any time prior to the deadline for bid submittal. After the deadline, the bids become a record of the County and will not be returned to the Bidder unless the bid is cancelled. It is the responsibility of the Bidder to make a written request for return of the Bid Submittal after notification of cancellation. Absent this written request, the County shall destroy the submittal. Negligence on the part of the Bidder in preparing their Bid Submittal confers no right of withdrawal or modification of their Bid Submittal after such Bid Submittal has been opened by County Staff at the appointed time and place. Bid Submittals and any bid security shall be in force for a period of not less than ninety (90) calendar days after the bid opening time.

1.9 At the time and place specified for the opening of Bid Submittals (see above), every Bid Submittal properly delivered within the time specified for receiving Bid Submittals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present or represented.

1.10 Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

1.11 The Bidder assumes responsibility to examine the site of the Work and become familiar with the form of Submittal, Drawings, Specifications, any Addenda issued thereto and all other forms of Contractual Documents pertaining to the proposed Work. The submission of the bid shall be sufficient to establish the presumption that the Bidder has investigated the site of the Work and is satisfied as to all conditions to be encountered, the character, quantity and quality of the work to be performed and materials furnished in the completion thereof. No pleas of ignorance of conditions or difficulties that may be encountered in the execution of the Work pursuant to this bid package as a result of failure to make necessary and reasonable examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill, in every detail, all of the requirements of the Contract Documents; nor will they be accepted as a basis for any claims whatsoever for extra

compensation or for any extension of time. Prior to the time specified for receiving bid submittals any interpretation or modifications of the proposed Contract documents will be made only by Addendum. The County will send a courtesy notification when addenda are issued to each person to whom a set of proposed Contract documents has been issued. It is the sole responsibility of the Bidders to check the County's website at http://www.polk-county.net/procurement/procurement-bids "Notice of Bids" to ensure that all available information, addenda, has been received prior to submitting a bid. The County shall not be responsible for oral instructions.

1.12 The Bid Bond shall be for 5% of the amount bid and shall be submitted with the Bid Submittal. The Public Construction Bond shall be for 100% of the amount bid and, if called out in the contract, the allowance amount; and shall be submitted to procurement along with the executed contract documents as outlined under section 11.0, Approval of Contract. The Bid Bond and Public Construction Bond shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.

1.13 Unless exempt under Florida Statute, Bidder should furnish a copy of either their State of Florida Contractor Certification or their Florida Registration showing they are licensed in Polk County with its Bid Submittal. The Certification or Registration must be current and effective as of the Bid Submittal date and must be maintained throughout the life of the contract.

2.0 Pre-Qualifications

2.1 When a mandatory pre-bid meeting is specified, all Bidders must register prior to the conclusion of the meeting. Failure to do so will disqualify the firm from bidding. If there is a mandatory site visit, the Bidder must initial the registration sheet prior to completion of the visit to the site. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's registration sheet, or the Bidder's Submittal will be considered non-responsive.

2.2 It is the Bidder's responsibility to ensure that they comply with the above requirements.

3.0 Joint Venture

If a Joint Venture is contemplated, the Joint Venture Agreement between the parties must be submitted with the bid and the bid must be submitted in the name of the Joint Venture. Otherwise, the bid will be considered non-responsive.

4.0 Bid Errors

Where Bid Submittals have erasures or corrections, each erasure or correction should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. The County reserves the right to reject any Bid Submittal with such erasures or corrections where the accuracy or intent of said Bid Submittal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Submittal will govern. The County staff will verify the extension of the unit prices to verify the correct amount. The County's figures shall prevail.

5.0 No Bid

Should the bidder decide there is no interest in bidding, they should return the "Statement of No Bid".

6.0 Discounts

Discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.

7.0 Material and Construction

All material, equipment and construction furnished shall be new and shall be of good quality, workmanship and material. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed.

8.0 Conflict of Interest

In accordance with 2 CFR 200.112, 23 CRF 1.33, & 23 CFR 172.7(b)(4), no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

9.0 Assignment of Contract

Bidder may not make any assignment of the resulting Contract between parties, in whole or in part, without prior written authorization as may be given at the sole discretion of the County.

10.0 Recommendation of Bid Award/Rejection of Bids

10.1 A bid may be recommended for award by the Procurement Director to the lowest responsive and responsible Bidder, provided that Bidder's bid submittal is considered (within the sole discretion of said Procurement Director) reasonable, in the best interest of County to recommend, and no bid protest has been filed. Unless otherwise noted, the basis of recommendation will either be the Base Bid, the Base Bid plus all alternates or any combination thereof, whichever is in the best interest of the County or may be determined by the availability of funds. Should the basis of award be the Base Bid plus selected alternates, the priority of the selection of those alternates will be set forth in the Supplementary Conditions if applicable. The successful Bidder to whom a bid is recommended for award will be so notified by County staff. The Procurement Director, however, at their sole discretion, reserves the right to reject any and all bid submittals or to waive any informality concerning the bid submittal whenever such rejection or waiver is in the best interest of the County. The Procurement Director, likewise, reserves the right to reject the bid submittal of any Bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; or who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, materialmen or employees.

10.2 As part of the recommendation of award by the Procurement Director, any actual bidder or proposed bidder who is allegedly aggrieved in connection with the solicitation or pending recommendation of award of a contract may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest regarding the recommendation of award may do so by submitting a non-refundable cashier's check in the amount of $1,000.00 with their initial

protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. If no protests are received, the Procurement Director will work with the Procurement Specialist assigned to this bid to coordinate that the contract documents are executed by the recommended Bidder and placed on a Board agenda for approval by the Board and execution by the Chairman of the Board.

11.0 Approval of Contract

The recommended Bidder will be required to execute the contract documents as outlined in the bid package including, the Public Construction Bond, all signed exhibits and other required information stated in the supplemental conditions or any addendums. The executed documents should be returned to procurement within 10 working days of the documents being sent by procurement to the Bidder for execution. After the executed documents are received back by procurement, they will be given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

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

12.0 Security Forfeiture

If after Bidder's receipt of a notice of recommendation for award the successful Bidder refuses or otherwise neglects to execute and deliver the required Contract documents, including the Public Construction Bond, all signed exhibits, required insurance documents and other required information stated in the supplemental conditions or addendums within a reasonable time, the amount of the Bidder's bid security (Bid Bond) may be forfeited and the award rescinded if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed contract documents be returned to procurement within 10 working days of the documents being sent by procurement to the recommended Bidder for execution. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

13.0 Laws, Codes and Regulations

The Bidder shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Bidder observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing. Failure of the Bidder to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Bidder shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

14.0 Safety Requirements/Regulations

14.1 All Bidders are required to submit with their Bid Submittal, Exhibit X, Safety Requirements/Regulations which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations, as interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.

14.2 The Bidder is hereby notified that if awarded the bid and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined **in** the facility safety manual and operating procedures.

14.3 The Bidder is hereby notified that if awarded the bid they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The contractor shall furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the minimum national standard for traffic control for highway construction, maintenance, and utility operation.

15.0 Liquidated Damages

Bidders are hereby advised that if the Contract documents so indicate, a reasonable amount for liquidated damages may be assessed for Contractor's failure to meet stated specifications, schedule, or other relevant issues as determined by the County. Information regarding the composition of liquidated damages can be found in the Supplementary Conditions. The liquidated damages are not intended as a penalty.

16.0 Standard Basis for Bidding

Where a particular system, product or material is specified by name, it shall be considered as a standard basis for bidding and as the most satisfactory for its particular purpose. Where two or more products, materials or manufacturers are specified by name, each shall be considered as a predetermined equal and acceptable for its particular purpose; and the bidder may use any of the listed items within their bid.

17.0 Preconstruction Conference

After the Board has approved the Bidder's executed contract and prior to the start of construction, a joint meeting may be held with representatives of the successful Bidder, the County and other invited parties or government agencies which may be affected by or have jurisdiction over the Work.

18.0 Florida Public Entity Crime Statute

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public, work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. [(Florida Statutes Section 287.012(11)(16), Section 287.058, Section 287.133, paragraph (2)(a)] By submitting this bid, bidder hereby certifies that they have complied with said statute.

19.0 Preference for Drug-Free Workplace. (Omitted Intentionally. Not applicable with Federal Funding)

20.0 Requirement to list Subcontractors

The successful Contractor shall provide a list of all proposed subcontractors, other persons or entitles (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. The list must contain all subcontracted areas of work including those areas of work being self-performed. The total of work noted on this list must match the bid amount stated on Part C, Bid Submittal.

In addition, the successful Contractor should provide documentation reflecting their "Good Faith Effort" in securing the services of minority owned businesses for any appropriate subcontracted areas of work. This documentation shall be noted on Exhibit VI-B, Good Faith Effort, and shall be provided upon request by Procurement Staff.

21.0 Women/Minority Business Enterprise Outreach (WMBE's). (Omitted Intentionally. Not applicable with Federal Funding)

22.0 Equal Opportunity for Contractors and Subcontractors

Pursuant to U.S. Executive Order 11246, as amended, you are advised that under the provisions of government contracting, and in accordance with the Executive Order, contractors and subcontractors are obliged to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

23.0 Additions/Revision/Deletions

Additions, revisions or deletions to the general conditions, specifications or bid price sheets by a Bidder that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

24.0 Unit Prices

Unless otherwise stated **in** this document unit prices will be utilized to adjust the total compensation due the successful Bidder based on actual quantities provided as part of the Work and verified by the County. Significant changes in quantities, including deletion of any particular item are possible. Negotiation of unit prices shall not be allowed except under conditions of Force Majeure, where those conditions are sufficiently documented to the full satisfaction of the County. No other claim to negotiate unit prices will be considered.

25.0 Code of Ethics

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

26.0 Questions

All questions must be submitted in writing and addressed to the appropriate person in the Procurement Division by the specified date and time as listed on page IB-1. The bid cover sheet provides the name of the Procurement Division contact person, as well as their phone number, fax number and e-mail address.

27.0 Bid Protest

Procedures for filing a protest may be obtained from the County's Procurement Division. Failure to follow the bid protest procedure requirements within the time frames prescribed herein as established by the County shall

constitute a waiver of the Bidder's right to protest and any resulting claims.

28.0 Local Preference. (Omitted Intentionally. Not applicable with Federal Funding)

29.0 Vendor Preference. (Omitted Intentionally. Not applicable with Federal Funding)

PART B - CONDITIONS OF CONTRACT

GENERAL CONDITIONS

ARTICLE 1 - CONTRACT DOCUMENTS

1.0 The Contract Documents comprise the entire contract between the County and the Contractor.

ARTICLE 2 - DEFINITIONS

2.0 Whenever used in any of the Contract Documents, the following meaning shall be given to the terms herein defined:

2.1 The term **"Addendum" or "Addenda"** means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the County to prospective Bidders prior to the time of receiving Bids.

2.2 The term **"Allowance Authorization Release"** means the written pre-approval forms signed by the County Manager or their designee for all allowance work.

2.3 The term **"Allowance Work"** means work that may not have been in the specifications and is deemed by the County to be necessary.

2.4 The term **"Application for Payment"** means the pay request accepted by the Professional and the County which is to be used by the Contractor in requesting progress or final payments that is accompanied by such supporting documentation as is required by the Contract Documents.

2.5 The term **"Bid Submittal"** means the offer or submittal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

2.6 The term **"Bonds"** means the Bid and Public Construction Bond and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

2.7 The term **"Change Order"** means any change that requires the County's approval and either includes a change in the work or a change in the Contract Time.

2.8 The term **"Construction Change Directive"** means any change initiated by the County where a change order has not been agreed to between the County and the Contractor.

2.9 The term **"Contract"** means the Contract executed by the County and the Contractor.

2.10 The term **"Contractor"** means the person, firm or corporation entering into the Contract with the County to construct and install the improvements embraced in this Contract.

2.11 The term **"Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers"** means the form that the Contractor must execute and submit with each Application for Payment certifying that the Contractor has paid all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed.

2.12 The term **"Contract Documents"** means and shall include the following: Special Conditions, Plans, Drawings, Relocation Schedule Permits, Instruction to Bidders, General Conditions, Exhibits, Supplementary Conditions, Technical Reports, Technical Specifications, Bid Submittal, Bid and Public Construction Bonds, all Addenda issued by the County, Certificates of Insurance, Permits, Notice of Award, Allowance Authorization

Release Form, Change Order Form, Substantial Completion Form and Final Completion Form duly delivered after execution of Contract.

2.13 The term **"Contract Time",** unless otherwise provided, means the period of time including adjustments by Change Order, allotted in the Contract Documents for substantial completion of the work.

2.14 The term **"County"** means Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2.15 The term **"Day"** may be either a working day or a calendar day as defined in the bid documents. When the Contract Time is specified as calendar days, workdays will be established in the supplementary conditions. Workdays are defined as those days of the week and hours of the day that the Contractor may perform the scope of work defined in the Bid Document. If a workday day shall fall on a County Holiday that day shall be omitted from the computation of days for Contract Time. County Holidays are: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day, all as adopted by the Board of County Commissioners.

2.16 The term **"Drawings"** means the Drawings or plans listed in Part F.

2.17 The term **"Effective Date of the Contract"** means the date on which the contract has been approved by the Board and executed by the Chairman of the Board.

2.18 The term **"Field Order"** means a written direction to the Contractor from the **Professional** that modifies Drawings and Specifications without changing Contract Price or Contract Time.

2.19 The term **"Free on Board" (FOB)** means the cost of the goods including the shipment to the job site.

2.20 The term **"Good Faith Efforts"** means documented efforts to secure the participation of women and/or minority-owned subcontractors utilizing available resources to assist Bidder.

2.21 The term **"Lump Sum"** means that portion of the total contract amount that is fixed as a result of the amount of the bid submitted by the Contractor. If there is no "Allowance for Work" this amount is the total Contract amount. If there is an "Allowance for Work" then the bid price and the amount of the "Allowance for Work" becomes the total Contract amount.

2.22 The term **"Not to Exceed"** means that portion of the total Contract amount described as "Allowance for Work" that along with the amount of the bid submitted by the Contractor becomes the total Contract amount. Changes in the Work submitted by the Contractor that are eligible and approved for funding from the "Allowance for Work" shall not exceed the amount provided a "Allowance for Work" either in a single request or cumulative during the performance of the Work.

2.23 The term **"Notice of Award"** means the written notice issued by the County to the successful bidder.

2.24 The term **"Notice to Proceed"** means a written notice issued by the Procurement Division to the Contractor fixing the date on which the Contract Time will commence and the Contractor shall start to perform the obligations under the Contract Documents, unless otherwise specified in the Notice to Proceed. The actual Start Date shall be within ten (10) days of Notice to Proceed date or when all applicable permits have been secured, unless otherwise stated.

2.25 The term **"Professional"** means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the design and/or resident engineering services for the Work. The Professional can also serve as the Project Manager.

2.26 The term **"Project Area"** means the area within which are the specified Contract Limits of the improvements contemplated to be constructed in whole or in part under this Contract.

2.27 The term **"Project Manager"** means the Polk County representative in charge, employed by the County, for the purpose of directing or being in charge of the work embraced in this Contract.
2.28 The term **"Procurement Director"** means the Director of Polk County Procurement Division or their authorized representatives.

2.29 The term **"Start Date"** means the date of commencement of the work.

2.30 The term **"Subcontractor"** means a person or entity who has a direct contract with the Contractor to perform a portion of the Work, to include a person or entity who provides equipment to support completion of the Work under an equipment-rental agreement.

2.31 The term **"Supplier"** means a person or entity that furnishes materials or equipment that is incorporated into the Work or that is stockpiled within the Project Area or a nearby vicinity for which the County has made partial payment.

2.32 The term **"Technical Reports"** means the reports issued by the County or the Project Manager consisting of written technical material such as soil reports.

2.33 The term **"Work"** means the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor; furnishing and incorporating material and equipment in the construction; performing or furnishing services; and furnishing documents, all as required by the Contract Documents.

ARTICLE 3 - PRELIMINARY MATTERS

3.1 Delivery of Bonds

3.1.1 When the **Contractor** delivers the executed Contract to the **County,** the **Contractor** shall also deliver to the **County** such Bonds and insurance as may be required in accordance with these Contract Documents.

3.2 Copies of Documents

3.2.1 After the award of the Contract, the **County** shall furnish the **Contractor,** one set of Contract Documents for execution of the work.

3.3 Commencement of Contract Time; Notice to Proceed

3.3.1 The Contract Time shall commence as established in the Notice to Proceed. A Notice to Proceed may be given at any time after the execution of the Contract by the Chairman of the Board of County Commissioners and after a pre-construction meeting, if applicable.

3.4 Starting the Work

3.4.1 The **Contractor** shall begin the Work on the start date established. No work shall be done prior to the date on which the Contract Time commences. Any work performed by the **Contractor** prior to the date on which Contract Time commences shall be at the sole risk of the **Contractor.**

3.5 Before Starting Construction

3.5.1 Before undertaking each part of the Work, the **Contractor** shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon and all applicable field measurements. The **Contractor** shall promptly report, in writing, to the **Professional** and the **County** any conflict, error, ambiguity or discrepancy which the **Contractor** may discover and shall obtain a written interpretation or clarification from the

Professional before proceeding with any Work affected thereby. The **Contractor** shall be liable to the **County** for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if the **Contractor** knew or reasonably should have known thereof.

3.5.2 Prior to the Notice to Proceed (unless otherwise specified in the General Requirements), the **Contractor** shall submit to the **Professional** and the **County** for review and ultimate approval the following:

3.5.2.1. a preliminary schedule of the required shop drawings and submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal.

3.5.2.2 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price. The schedule of values should subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction with sufficient breakdown of lump sum prices to identify items of work. Such amounts will include an appropriate amount of overhead and profit applicable to each item of work. A copy of the schedule of values, with the appropriate bid number and the appropriate W/MBE classification in accordance with Section 16.1.2. shall be sent to the Procurement Division, 330 West Church Street, Bartow, Florida 33830.

3.5.2.3. A construction schedule acceptable to the **Professional** and the **County** that clearly shows in graphic form the Work from start to finish describing in sufficient detail the minor and major tasks that in the course of their completion or the failure thereof will impact the Contractor's ability to complete the Work within the contract time. This schedule shall be updated and accompany every application for payment submitted. Should the updated schedule show any portion of the Work to be behind, the Contractor shall submit with the updated schedule a detailed plan for recovery. This updated construction schedule shall be reviewed and approved by the **Professional** or the **County** at the time of a construction progress meeting that coincides with the submission of the progress application for payment. Failure to submit this recovery plan with the updated schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.

3.5.3 Prior to the effective date of the Contract, the **Contractor** shall deliver to the **County,** with copies to each additional insured identified in the Supplementary Conditions, an original certificate of insurance (and other evidence of insurance which the **County** may reasonably request) which the **Contractor** is required to purchase and maintain in accordance with Article 6.

3.5.4 Before any Work at the site is started, a conference attended by the **Contractor, Project Manager, Procurement Representative, Professional** and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 3.5.2, procedures for handling shop drawings and other submittals, processing applications for payment and maintaining required records. Unless otherwise provided in the Contract Documents, the schedules submitted in accordance with 3.5.2. the **Contractor** shall have an additional ten (10) calendar days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to the **Contractor** until the schedules are submitted to and deemed acceptable by the **Professional** as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time; but such acceptance will neither impose on the **Professional** responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility. The **Contractor's** schedule of shop drawings and submittals will be acceptable to the **Professional** as providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values shall be approved by the **Professional** and the **County** as to form and substance.

3.5.5 The **Contractor,** in addition to preparing an initially acceptable schedule, shall be responsible for maintaining the schedule, including updating the schedule. Schedule updates shall include progression of work as compared to scheduled progress of work. **SCHEDULE UPDATES MUST ACCOMPANY EACH PAY REQUEST.**

ARTICLE 4 - CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE

4.1 Precedence

4.1.1 The Contract Documents comprise the entire agreement between the **County** and the **Contractor** concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Laws of the State of Florida; Venue shall be Polk County.

4.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe the Work, material or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the drawings and specifications shall be issued by the **Professional.**

4.1.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in 4.3.1 or 4.3.2, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

4.1.4 Reference to standards, specifications, manuals or codes of any technical society, organization or associations, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, version, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

4.2 Conflicts

4.2.1 If, during the performance of the Work, the **Contractor** discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in 7.2, the **Contractor** shall report it to the **Professional** and **Project Manager** in writing at once; and the **Contractor** shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.13) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in 4.3.1 or 4.3.2; however, the **Contractor** shall not be liable to the **County** for failure to report any such conflict, error, ambiguity or discrepancy unless the **Contractor** knew or reasonably should have known.

4.2.2 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the **County, Contractor or Professional,** or any of their subcontractors, consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the **County, Professional** or any of the **Professional's** consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of 10.7.1 or any other provision of the Contract Documents.

4.3 Amending

4.3.1 The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization.

4.3.2 In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification.

4.4 Reuse of Documents

4.4.1 The **Contractor,** any Subcontractor, Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the **County** shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the **Professional** or the **Professional's** consultant; and shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of the **County** and specific written verification or adaption by the **Professional.**

ARTICLE 5 - PROJECT CONDITIONS

5.1 Availability of Lands

5.1.1 The **County** shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the **Contractor.** Upon reasonable written request, the **County** shall furnish the **Contractor** with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed. The **County** shall identify any encumbrances or restrictions not of general application, but specifically related to use of lands so furnished with which the **Contractor** will have to comply in performing the Work. Necessary easements or rights-of-way will be obtained and expenses will be borne by the **County.** If the **Contractor** and the **County** are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Time as a result of any delay in the **County's** furnishing these lands, rights-of-way or easements, the **Contractor** may make a claim therefore as provided in Articles 12 and 13. The **Contractor** shall provide for all additional lands and access, which includes access by County personnel thereto that may be required for temporary construction facilities or storage of material and equipment.

5.2 Subsurface and Physical Conditions

5.2.1 Reference is made to the Supplementary Conditions for identification of those reports of exploration and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents.

5.3 Limited Reliance by Contractor Authorized Technical Data

5.3.1 The **Contractor** may rely upon the general accuracy of the "technical data" contained in reports and drawings provided by the **County.** Such "technical data" is identified in the Supplemental Conditions. Except for said reliance on such "technical data," the **Contractor** may not rely upon or make any claim against the **County, Professional** or any of the **Professional's** consultants with respect to:

5.3.1.1 the completeness of these reports and drawings for the **Contractor's** purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the **Contractor** and safety precautions and programs incident thereto; or

5.3.1.2 other data, interpretations, opinions and information contained in said reports or shown or indicated in said drawings; or

5.3.1.3 any **Contractor** interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

5.4 Unknown or Concealed Conditions

5.4.1 If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the **Contractor** shall give the **County** notice, through the **Professional,** immediately before conditions are disturbed and in no event no later than 24 hours after first observance of the conditions.

5.4.2 The **Project Manager** and the **Professional** shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the **Contractor's** cost of, or time required for, performance of any part of the Work, the **Project Manager** and the **Professional** shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the **Project Manager** and the **Professional** determine that the conditions at the site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the **Professional** shall notify the **Contractor** of the determination in writing. The Work shall be performed after the **Professional** provides direction.

5.5 Physical Conditions - Underground Facilities

5.5.1 The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the **County** or the **Professional** by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

5.5.1.1 The **County** and the **Professional** shall not be responsible for the accuracy or completeness of any such information or data; and

5.5.1.2 The cost of the following will be included in the Contract Price and the **Contractor** shall have full responsibility for (i) reviewing and checking all such information and data; (ii) locating all Underground Facilities shown or indicated in the Contract Documents; (iii) coordination of the Work with the owners of such Underground Facilities during construction; and (iv) the safety and protection of all such Underground Facilities as provided in 7.11 and repairing any damage resulting from the Work.

5.5.2 If an Underground Facility is uncovered or revealed at or continuant to the site which was not shown or indicated in the Contract Documents, the **Contractor** shall, promptly after becoming aware of and before further disturbing conditions affected by or performing any Work in connection therewith (except in an emergency as required by 7.13), identify the owner of such Underground Facility and give written notice to that owner and to the **County** through the **Professional.** The **Project Manager** and the **Professional** will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If the **Project Manager** concludes that a change in the Contract Documents is required, a Change Order will be issued as provided in Article 11 to reflect and document such consequences. During such time, the **Contractor** shall be responsible for the safety and protection of such Underground Facility as provided in 7.11. The **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that the **Contractor** did not know of and could not reasonably have been expected to be aware of or to have anticipated. If the **County** and the **Contractor** are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Time, the **Contractor** may make a claim therefore as provided in Articles 12 and 13. However, the **County** and the **Professional** shall not be liable to the **Contractor** for any claims, costs, losses or damages incurred or sustained by the **Contractor** on or in connection with any other project or anticipated project.

5.6 Reference Points

5.6.1 The **County** shall provide the **Contractor** surveys to establish reference points for construction, which in the **County's** judgment are necessary to enable the **Contractor** to proceed with the Work. The **Contractor** shall be responsible for laying out the Work; shall protect and preserve the established reference points; and shall make no changes or relocation without the prior written approval of the **County.** The **Contractor** shall report to the **Professional** whenever any reference point is lost or destroyed or requires relocation of such reference points by professionally qualified personnel.

5.7 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

5.7.1 The **County** shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive material or any hazardous material uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The **County** shall not be responsible for any such material brought to the site by the **Contractor,** Subcontractor, Suppliers or anyone else for whom the **Contractor** is responsible.

5.7.2 The **Contractor** shall immediately: (i) stop all work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by 7.13); and (ii) notify the **County** and the **Professional** (and thereafter confirm such notice in writing). The **County** shall promptly consult with the **Professional** concerning the necessity for the **County** to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. The **Contractor** shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after the **County** has obtained any required permits related thereto and delivered to the **Contractor** special written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such Work may be resumed safely.

If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such work stoppage or such special conditions under which Work is agreed by the **Contractor** to be resumed, either party may make a claim therefore as provided in Articles 12 and 13.

5.7.3 If, after receipt of such special written notice, the **Contractor** does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then the **Contractor** may order such portion of the work that is in connection with such hazardous conditions or in such affected area to be deleted from the Work. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 12 and 13. The **County** may have such deleted portion of the Work performed by the **County's** own forces or others in accordance with Article 8.

5.7.4 The provisions of 5.2 and 5.5 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

Article 6 - BONDS, INSURANCE, INDEMNIFICATION

6.1 Public Construction Bond and Other Bonds

6.1.1 The **Contractor** shall furnish a Public Construction Bond, unless otherwise stated in the Invitation for Bid, in an amount equal to the amount recommended for award and, if called out in the contract, the allowance amount, as security for the faithful performance and payment of all the **Contractor's** obligations under the Contract Documents. This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form

prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2 The Contractor shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bond in the same amount of one or more change orders.

6.1.3 The bonds required by the Contract Documents to be purchased and maintained by the Contractor shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Supplementary conditions.

6.1.4 If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County.**

6.2 Certificates of Insurance

6.2.1 All insurance required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from an insurance company that is duly licensed or authorized in the State of Florida to issue insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

6.2.2 The **Contractor** shall deliver to the **County,** with copies to each additional insured identified in 6.3.1, certificates of insurance (and other evidence of insurance requested by the **County** or any other additional insured) which the **Contractor** is required to purchase and maintain in accordance with 6.3.1.

6.3 Contractor's Liability Insurance

6.3.1 The **Contractor** shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract documents, whether it is to be performed or furnished by the **Contractor,** Subcontractor, Supplier or anyone for whose acts any of them may be liable. The **Contractor** shall purchase and maintain in force during the contract period with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category, and acceptable to the **County** the following insurances. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

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

b. Commercial General Liability Insurance, naming the **County** (Owner) as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed $25,000.

Aggregate Combined:	$2.000.000
Each Occurrence:	$1.000.000
M&C/CGL	$____ _
Broad Form CGL	$1.000.000
Contractual Liability	$1.000.000
Products	$____ _
Completed Operation	$1.000.000
Personal Injury	$___ _
Independent Contractors	$____ _
XCU Property Damage Excel	$____ _
Excess Liability	$____ _

Regarding Completed Operations Liability: Continue coverage in force for two (2) years after **County's** acceptance of the project.

c. Automobile Liability Insurance. Coverage shall be maintained by the **Contractor** as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily injury & Property Damage Liability $1.000.000
Combined Single Limit Each Accident

These policies will provide that:

1) The insurer(s) waive their rights of subrogation in favor of the **County,** their officials, employees, agents and consultants for Workers' Compensation and General Liability.

2) The **County,** a political subdivision of the State of Florida, shall be named as an additional insured with respect to liability arising from the work performed for the County by the Contractor (as defined by the scope of this bid and subsequent contract) for Automotive and General Liability policies of insurance. This should be stated on Certificate(s) of Insurance and subsequently endorsed into the policies. Renewal notices to be sent to the Procurement Division.

3) The **Contractor** shall not be given Notice to Proceed under this contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the **County.** The original insurance certificates shall be given to:

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow, Florida 33830

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

6.3.2 Notwithstanding any other provision of these documents to the contrary, the **Contractor** shall not provide Builder's Risk or Architects' and Engineers' Professional Liability Insurance unless specially requested by the **County.** The **County** has Builder's Risk coverage and will provide the **Contractor** with appropriate Certificate of Insurance upon request. The **County's** Builder's Risk policy does not insure the **Contractor's** tools, machinery or equipment that is stored at the job site. If the **Contractor** is required to store tools, machinery or equipment at the job site, the **Contractor** should provide insurance in the form of an equipment floater for the **Contractor's** tools and equipment. The **County** should be named as an additional insured on the **Contractor's** policy, with an appropriate waiver of subrogation as to any claims the **Contractor** or the **Contractor's** insurer may have against the **County** arising from the storage of the **Contractor's** tools and equipment.

6.3.3 The **Contractor** shall not allow a Subcontractor to work on a project without either Subcontractor carrying their own Workers' Compensation and Liability insurance or the **Contractor** covering the Subcontractor under their policies. The policy is the same for each succeeding sub-tier contractor. The **County** may request proof of such coverage for any Subcontractor at any time during the project.
6.3.4 Any additional insurance, if required, will be called out in the Supplementary Conditions.

6.4 Receipt and Application of Insurance Proceeds

6.4.1 Any insured loss under the policies of insurance required by this agreement will be adjusted with the **County** and made payable to the **County** as fiduciary for the insured as their interest may appear. The **County** shall account for all money received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced; the money so received applied on account thereof; and the work and cost thereof covered by an appropriate change order or written amendment as determined by the **County.**

6.4.2 The **County** as fiduciary has the power to adjust and settle any loss with the insurers. If such objection is made, the **County** as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties and interests may reach. If no such agreement among the parties and interests is reached, the **County** as fiduciary shall adjust and settle the loss with the insurers.

6.5 Indemnification

6.5.1 The Contractor shall indemnify, defend (by counsel reasonably acceptable to County) and hold harmless the County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorney fees, including, but not limited to or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss or expenses (a) is attributable to bodily injury, personal injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

6.5.2 In any and all claims against the **County** or any of its agents or employees by any employee of the **Contractor,** any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the **Contractor** or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.5.3 The **Contractor** shall indemnify and hold harmless the **County** and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

7.1.1 The **Contractor** shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Contract Documents. Prior to the commencement of the Work the **Contractor** shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the **County** the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the **County** may require the **Contractor** to assign a different superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the **Contractor** shall not be responsible for the negligence of others in the

design or specifications of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.1.2 The **Contractor** shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the **County,** through the **Professional,** except under extraordinary circumstances. The superintendent will be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor.** All communications to the superintendent shall be as binding as if given to the **Contractor.**

7.2 Labor, Material and Equipment

7.2.1 The **Contractor** shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The **Contractor** shall at all times maintain good discipline and order on the site.

7.2.2 The **Contractor** shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

7.2.3 All material and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. If required by the **Professional,** the **Contractor** shall furnish satisfactory evidence as to the kind and quality of material and equipment.

7.2.4 All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Contract Documents.

7.3 Substitute Material or Equipment

7.3.1 If the **Contractor** wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the **Professional** and the **Project Manager** for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written approval of the **Professional.** The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the **Project Manager** and the **Professional** in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the **Professional** shall be by Change Order.

7.3.2 This paragraph applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the **Contractor** for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the end result. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The **Contractor** must state that they are submitting a VECP proposal. The VECP shall be submitted to the **County** through the **Professional.** The **County** reserves the right to reject, at their discretion, any VECP submittal. As a minimum, the following information shall be submitted by the **Contractor** with each VECP:

1) A description of the difference between the existing contract requirement and the proposed change;

2) The comparative advantages and disadvantages; and

3) Separate detailed cost estimates for both the existing contract requirement and the proposed change.

If a VECP is approved by the **County,** the **Contractor** may be entitled to share in the savings up to fifty percent (50%).

7.4 Concerning Subcontractors

7.4.1 The **Contractor** shall be fully responsible for all acts and omissions of their Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the **Contractor.** Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the **County** or any obligation on the part of the **County** to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The **County** may furnish to any Subcontractor, to the extent practical, evidence of amounts paid to the **Contractor** for specific Work done.

7.4.2 The **Contractor** shall identify and provide information on Subcontractors, Suppliers and other persons or organizations which shall be used by the **Contractor,** in accordance with requirements of the Contract Documents.

7.4.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the **Contractor** in dividing work among Subcontractor or delineating the Work to be performed by any specific trade.

7.4.4 The **Contractor** agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions and Supplementary Conditions, for the benefit of the **County.**

7.4.5 All Work performed for the **Contractor** by a Subcontractor shall be pursuant to an appropriate written agreement between the **Contractor** and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the **County** as trustee. The **Contractor** shall pay each Subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the **Contractor** under this insurance.

7.5 Patent Fees and Royalties

7.5.1. The **Contractor** shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The **Contractor** shall indemnify and hold harmless the **County** and its employees and agents from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

7.6 Permits

7.6.1 The **Contractor** shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs and public utility charges shall not be included in the base bid. Permit fees, if any, will be reimbursed to the **Contractor** on a separate invoice. Permits, if any, that are provided and paid for by the **County,** are listed in the Supplementary Conditions. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.

7.7 Laws and Regulations

7.7.1 The **Contractor** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the **Contractor** observes that any of the Contract Documents are contradictory to such laws, rules and regulations, it will notify the **Professional** promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If the **Contractor** performs any Work that they know or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the **Professional,** the **Contractor** shall bear all related costs.

7.8 Taxes

7.8.1 The **Contractor** shall pay all sales, consumer, use and other similar taxes required to be paid by the **Contractor** in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the Work.

7.9 Use of Premises

7.9.1 The **Contractor** shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents. The **Contractor** shall not unreasonably encumber the site with material and equipment. Any loss or damage to the **Contractor's** or any Subcontractor's equipment is solely at the risk of the **Contractor.**

7.9.2 During the progress of the Work, the **Contractor** shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminates resulting from the Work. At the completion of the Work, the **Contractor** shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The **Contractor** shall leave the site clean and ready for occupancy by the **County** at substantial completion of the Work. The **Contractor** shall restore to original condition all property so designated for alteration by the Contract Documents.

7.9.3 The **Contractor** shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

7.10 Record Documents

7.10.1 The **Contractor** shall keep at the site and in good order one record copy of the Contract Documents to include all Drawings and Specifications. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to the **Professional** and the **Project Manager** for their review. Upon completion of the requirements of the Contract Documents the **Contractor** shall tum over these annotated documents to the **County** unless instructed otherwise in the Supplementary Conditions.

7.11 Safety and Protection

7.11.1 The **Contractor** shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

7.11.1.2 All employees on the Work and other persons who may be affected by it.

7.11.1.3 All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The **Contractor** shall assume all risk of loss for stored equipment or material, irrespective of whether the **Contractor** has transferred the title of the stored equipment or material to the **County.**

7.11.1.4 Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.11.2 The **Contractor** is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The **Contractor** shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The **Contractor** is required to comply with OSHA Standards regardless of the number of employees they may have.

7.11.3 A **County** representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the **County's** representative may have the authority, but not the duty, to require the **Contractor** to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation:	The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the **County.**
Second violation	May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the **Contractor** to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.
Third violation	This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the **County.**

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

7.11.4 Should the work site be in a hazardous area, the **County** may furnish the **Contractor** with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the **Contractor** in the planning of a safe work site.

7.11.5 The **Contractor** shall be aware that while working for the **County,** representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the **County.**

7.11.6 The **Contractor** shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the **Contractor's** superintendent, unless otherwise designated in writing by the **Contractor** to the **Professional.** All communications to the superintendent shall be as binding as if given to the **Contractor.**

7.11.7 Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The Contractor shall

promptly report by telephone and in writing to a County Representative and Professional all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of $500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County Projects.

7.11.8 Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the **County,** until such documents are received.

7.11.9 In any event the **County** may stop the work when, in the **County's** opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.

7.11.10 When it becomes necessary to stop the work for any of the reasons contained herein, the **County** shall issue a Stop Work Order to instruct the **Contractor** to cease work on the project. The **County** shall not be penalized in any manner as a result of this Stop Work Order.

7.12 Drug Free Work Place Policy

7.12.1 The **County** has a very comprehensive policy to ensure a drug free work place. The substance of this policy shall become a part of this contract as described below.

7.12.1.1 The **Contractor** and its employees and Subcontractors are strictly prohibited from the following:

Using illegal drugs on **County** property;
Manufacturing, distributing, dispensing, selling, possessing, or using a non-prescribed substance, illegal drug or alcohol, while at work or on or **in County** property. Reporting for work or performing work under the influence of a non-prescribed substance, illegal drug or alcohol.

7.12.1.2 If there is reason to believe that this policy is being violated, the **Contractor** shall be required to take immediate action to correct the violation and ensure the **County** that further violations will not occur. The remedy shall, at a minimum, require the person or persons who are the subject of the violation to be banned from the work place.

7.13 Emergencies

7.13.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the **Contractor,** without special instructions or authorization from the **Professional** if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury or loss. The **Contractor** shall give the **Professional** written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the **Contractor** believes the emergency results in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

7.13.1.1 The **Contractor** shall immediately notify the **Professional** of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.

7.13.1.2 If the **Professional** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a Change Order will be issued to document the consequences of such action.

7.14 Submittals and Samples

7.14.1 After checking and verifying all field measurements, the **Contractor** shall promptly submit to the **Professional** for approval, in accordance with the accepted schedule of submittals, all submittals and samples required by the Contract Documents. All submittals and samples shall have been checked by and stamped with the approval of the **Contractor** and identified as the **Professional** may require. The data shown on or with the submittals will be complete with respect to dimensions, design criteria, materials and any other information necessary to enable the **Professional** to review the submittal as required. At the time of each submission, the **Contractor** shall give notice to the **Professional** of all deviations that the submittal or sample may have from the requirements of the Contract Documents.

7.14.1.1 The **Professional** shall review and approve submittals and samples. The **Professional's** review and approval shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The **Contractor** will make any corrections required by the **Professional** and resubmit the required number of corrected copies until approved. The **Contractor's** stamp of approval on any submittal or sample shall constitute its representation to the **Professional** and the **County** that the **Contractor** has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data; and that each submittal or sample has been reviewed or coordinated with the requirements of the Work and the Contract Documents.

7.14.1.2 No Work requiring a submittal or sample submission shall commence until the submission has been approved by the **Professional.** A copy of each approved submittal and each approved sample shall be kept in good order by the **Contractor** at the site and shall be available to the **Professional** and the **County** staff. Any delays associated with the submittal process will be considered for time extensions only, and no damages or additional compensation for delay will be allowed.

7.14.1.3 The **Professional's** approval of submittals or samples shall not relieve the **Contractor** from responsibility for any variation from the requirements of the Contract Documents unless the **Contractor** has in writing called the **Professional's** attention to each such variation at the time of submission and the **Project Manager** has given written approval to the specific deviation; any such approval by the **Professional** shall not relieve the **Contractor** from responsibility for errors or omissions in the submittal.

7.14.1.4 Where a shop drawing or sample is required by the Contract Documents or the schedule of shop drawings and sample submissions accepted by the **Professional** as required, any related work performed prior to the **Professional's** review and approval of the pertinent submittal will be at the sole expense and responsibility of the **Contractor.**

7.15 Cleaning Up

7.15.1 The **Contractor** shall maintain the site free from accumulations of waste material, rubbish and other debris or contaminates resulting from the work, at a minimum, on a daily basis or as otherwise required. At the completion of the work, the **Contractor** shall remove all waste material, rubbish and debris from the site as well as all tools, construction equipment, machinery and surplus material; and will leave the site clean and ready for occupancy by the **County.** All disposals shall be in accordance with applicable laws and regulations. In addition to any other rights available to the **County** under the Contract Documents, the **Contractor's** failure to maintain the site may result in withholding of any amounts due the **Contractor.** The **Contractor** will restore to original condition those portions of the site not designated for alteration by the Contract Documents.

ARTICLE 8 - OTHER WORK

8.1 The **County** may perform additional work related to the Project with its own forces or may use other contracts for the execution of additional work. The **Contractor** shall provide the other contractors who are parties

to such contracts, including but not limited to, the other contractor's employees, agents, Subcontractors and Suppliers (or the **County's** forces performing the additional work), reasonable opportunity for the introduction and storage of material and equipment and the execution of work, and shall properly connect and coordinate its work with theirs. The **Contractor** shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The **Contractor** shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the **Professional** and the others whose work will be affected. The **Contractor** is not entitled to exclusive use of the site.

8.1.1 If any part of the **Contractor's** work depends (for proper execution or results) upon the work of any other contractor (or the **County),** the **Contractor** will inspect and promptly report to the **Professional** in writing any defects or deficiencies in the work that renders it unsuitable for the proper execution and results. The **Contractor's** failure to report shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of its work.

ARTICLE 9 - COUNTY'S RESPONSIBILITIES

9.1 Except as otherwise provided in these General Conditions, the **County** shall issue all communications to the **Contractor** through the **Professional.**

9.1.1 The **County** shall furnish the data required under the Contract Documents and shall make payments to the **Contractor** when due as provided in Article 16.

9.1.2 The **County's** responsibilities for providing lands, easements and engineering surveys to establish reference points are set forth in Article 5.

ARTICLE 10 -PROFESSIONAL'S STATUS DURING CONSTRUCTION

10.1 County's Representative

10.1.1 The **Professional** shall be a representative of the **County** during the construction period. The duties, responsibilities and limitations of authority of the **Professional** as the **County's** representative during construction are set forth in these General Conditions.

10.2 Visits to the Site

10.2.1 The **Professional** shall make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

10.3 Clarifications and Interpretations

10.3.1 The **Professional** shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by the **Contractor,** which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the **Contractor** believes that a written clarification and interpretation entitles them to an increase in the Contract Price, Contract time, or both, the **Contractor** may make a claim as provided for in Article 11, 12 and 13.

10.4 Rejecting Defective Work

10.4.1 The **Professional** bas the authority to disapprove or reject Work, which is defective. The **Professional** also has authority to require special inspection or testing of the Work at the **Contractor's** expense, as provided in Article 14, whether or not the Work is fabricated, installed or completed when the work has been declared defective.

10.5 Resident Engineer or Architect

10.5.1 The **Professional** may furnish a full or part-time Resident Engineer or Architect and other personnel to assist them in carrying out services at the site. The duties, responsibilities and limitations of authority of the Resident Engineer or Architect and other personnel are set forth in the Supplementary Conditions, if applicable.

10.6 Decisions on Disagreements

10.6.1 The **Professional** shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If the **Contractor** disagrees with the **Professional's** opinion, the **Contractor** shall refer claims, disputes and other matters relating to the acceptability of the Work or their interpretation of the requirements of the Contract Documents initially to the **Professional** in writing with a request for a formal decision. The **Professional** will render in writing their opinion concerning the **Contractor's** request for a formal decision and shall submit same to the **Project Manager.** After receipt of the **Professional's** written opinion and all information requested from the **Contractor,** the **Project Manager** shall render a formal decision in writing, which shall then be conveyed to the **Contractor** by the **Professional.** Written notice of each claim, dispute and other matter shall be delivered by the **Contractor** to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the **Professional** allows additional time. If the **Contractor** fails to strictly comply with these notices and submittal time periods, the **Contractor** shall be deemed to have waived their right to assert a claim the **Contractor** might otherwise have had concerning the matter.

10.7 Limitation on Professional's Responsibilities

10.7.1 Neither the **Professional's** authority to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise their authority, shall give rise to any duty or responsibility of the **Professional** to the **Contractor,** any Subcontractor, any of their agents or employees.

10.7.1.1 The **Professional** shall not be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions and programs used. The **Professional** shall not be responsible for the **Contractor's** failure to perform the Work in accordance with the Contract Documents.

10.7.1.2 The **Professional** shall not be responsible for the acts or omissions of the **Contractor,** any Subcontractors, any agents, employees or any other persons performing any of the Work.

ARTICLE 11 - CHANGES IN THE WORK

11.1 Changes

11.1.1 Without invalidating the Contract, the **County** may at any time order additions, deletions or revisions in the Work. The **Professional** shall provide the **Contractor** with a proposal request, identifying the work to be added, deleted or revised. Upon receipt, the **Contractor** shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of work, the **Professional** may order the partial suspension of any work related to the proposed deletion, in which case the **Contractor** must cease performance as directed; the **Contractor** shall not be entitled to claim lost profits on deleted work. All change work shall be executed under the applicable conditions of the Contract Documents.

11.1.2 Additional work performed by the **Contractor** without authorization of a Change Order or Allowance Authorization will not entitle the **Contractor** to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 7. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.1.3 Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7, and any other claim of the **Contractor** for a change in the Contract Time or the Contract Price, the **Professional** will prepare a written Change Order to be signed by the **Professional** and the **Contractor** and

submitted to the **County** for approval.

11.1.4 It is the **Contractor's** responsibility to notify its Surety of any changes affecting the general scope of the Work, Contract Price or Contract Time.

11.1.5 In the absence of an agreement as provided in 11.1.3, the **County** may, at its sole discretion, issue a Construction Change Directive to the **Contractor.** Pricing of the Construction Change Directive will be in accordance with Section 12.1.3. The Construction Change Directive will specify a price and, if applicable, a time extension determined to be reasonable by the **County.** If the **Contractor** fails to sign such Construction Change Directive, the **Contractor** may submit a claim in accordance with Articles 11, 12 and 13, but the **Contractor** shall nevertheless be obligated to fully perform the Work as directed by the Construction Change Directive.

11.1.6 The **Contractor** shall proceed diligently with performance of the Work as directed by the **County,** regardless of pending claim actions, unless otherwise agreed to in writing.

ARTICLE 12 - CHANGE OF CONTRACT PRICE

12.1 The Contract Price

12.1.1 The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to the **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at the **Contractor's** expense without change in the Contract Price.

12.1.2 The Contract Price may only be increased or decreased by a written Change Order or Construction Change Directive. Any claim for an increase shall be in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the County allows additional time.

12.1.3. The value of any work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined by the following procedures:

12.1.3.1 Designated Unit Price (Field Measure)

The **Contractor** and the **County** recognize and acknowledge that the quantities shown for those items designated in the Bid Submittal (Part C) as unit price items are approximations prepared by the **County** for bid purposes and that the actual compensation payable to the **Contractor** for the utilization of these items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Work as originally defined in the Contract Documents.

When it is determined by the **County** that an addition, deletion or revision to the Work as defined in these Contract Documents is required and affects the quantities required for items designed in the Bid Submittal (Part C) as unit price items, the **Contractor** and the **County** agree that the compensation payable to the **Contractor** for the unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Submittal (Part C) to the quantity of the unit price item required to complete the Work as defined in the Contract Documents.

12.1.3.2 Other Unit Prices

For items not designated in the Bid Submittal (Part C) as unit prices, the **County** and the **Contractor** may establish unit prices as agreed on by Change Order.

12.1.3.3 Lump Sum

When it is determined by the **County** that an addition, deletion or revision to the Work is required which results in a change in the Work designated in the Bid Submittal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

12.1.4 If the pricing methods specified in 12.1.3 are inapplicable, or if the parties are unable to agree on a price for the changed work, a reasonable price for the same shall be established by the **County** in accordance with 12.2. The **County** shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with

12.1.5. The **Contractor** shall perform the work as directed in the Change Order.

12.1.6 Failure on the part of the **Contractor** to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to the **County;** acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the **County.** Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by the **County** based upon an analysis of the scope of the **Contractor's** failure to construct to plan or authorized dimensions.

12.2 Cost of Work

12.2.1 The term "Cost of Work," for the purpose of Change Orders or Allowance Work, means the cost necessarily incurred and paid by the **Contractor** in the proper performance of the Change Order Work. Except as may be agreed to in writing by the **Professional,** such costs shall be in amounts no higher than those prevailing in the area of the Work and may include the categories listed below.

12.2.1.1 Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave)
12.2.1.2 Owned Equipment (at lowest applicable equipment manual rate) (Blue Book Value)
12.2.1.3 Rented Equipment (at actual rental rate)
12.2.1.4 Material
12.2.1.5 Supplies
12.2.1.6 Subcontractors' Costs
12.2.1.7 Bonds and Insurance
12.2.1.8 Contractor's Fee (per 12.3)
12.2.1.9 Permit Fees

12.2.2 The **Contractor** shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

12.2.3 The term "Cost of the Work" shall not include any of the following:

12.2.3.1 Payroll costs and other compensation of the **Contractor's** officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, layers, auditors, accountants, Procurement and contracting agents, expediters, timekeepers, clerks and other personnel employed by the **Contractor,** whether at the site or in its principal or a branch office, for general administration of the Change Order work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the **Contractor's** mark-up.

12.2.3.2 Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

12.2.3.3 Expenses of **Contractor's** principal and branch offices other than the **Contractor's** office at the site.

12.2.3.4 Any part of the **Contractor's** capital expenses, including interest on the **Contractor's** capital used for the Change Order work and charges against the **Contractor** for delinquent payments.

12.2.3.5 Cost of premiums for all bonds and insurance, whether or not the **Contractor** is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the work).

12.2.3.6 Costs due to the negligence of the **Contractor,** any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to: the correction of defective Work; disposal of material or equipment wrongly supplied; and making good any damage to property.

12.2.3.7 Overhead or general expense costs of any kind (other than as provided in 12.3).

12.3 Contractor's Mark-Up

12.3.1 The maximum percentage allowed for the **Contractor's** combined overhead and profit shall be as follows:

12.3.1.1 For all such Change Order work or Allowance Work done, a fixed percentage of the total adjustment to the Contract Price shall be negotiated and shall not exceed ten percent (10%).

12.3.2 For all changes, the **Contractor** shall submit an itemized cost breakdown, together with supporting data in the detail and form as prescribed by the **Professional.** When a credit is due, the amount of credit to be allowed by the **Contractor** to the **County** for any change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the **Professional,** plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

ARTICLE 13 - CHANGE OF CONTRACT TIME

13.1 The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager** within fifteen (15) calendar days after the occurrence, unless the **Professional** allows additional time. All claims submitted by the **Contractor** for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the **Contractor's** control or fault.

13.1.1 If the **Contractor** is delayed at any time in the performance, progress, commencement or completion of the Work by any act or neglect of the **County** or the **Professional,** by an employee of either, by any separate contractor employed by the **County,** by changes ordered in the Work, by labor disputes, fire, unavoidable casualties, unforeseeable weather conditions, utility conflicts which could not have been identified or foreseen by the **Contractor** using reasonable diligence or by any causes beyond the **Contractor's** control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as the **County** may determine. The **Contractor** shall be entitled to an extension of time for causes only for the number of days of delay which the **County** may determine to be due solely to these causes and only to the extent these occurrences actually delay the completion of the Work; and then only if the **Contractor** shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the **County** or the **Professional** may be responsible in whole or in part, shall relieve **Contractor** of its duty to perform or give rise to any right to damages or additional compensation from the **County.** The **Contractor's** sole and exclusive remedy against the **County** for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be right to seek an extension to the Contract Time in accordance with the procedures set forth herein.

ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)

14.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence.

14.3 Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how

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

ARTICLE 15 - WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

15.1 Warranty and Guarantee

15.1.1 The **Contractor** warrants and guarantees to the County that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Project Manager.** All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

15.1.2 If, after approval of final payment and prior to the expiration of one year after the date of final completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County,** remove it from the site and replace it with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the **Contractor.**

15.2 Tests and Inspections

15.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the **Contractor,** the **Contractor** shall give the **Professional** timely notice. The testing firm(s) (if assigned by the **Contractor** to this Work) and all such inspections, tests or approvals provided for by the **County** shall be identified in writing by the **Professional** to the **Contractor.** All other inspections, tests or approvals shall be at the **Contractor's** expense, including additional expenses for inspection and tests required as a result of delays by the **Contractor** or hours worked in excess of 40 hours per week. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the **Contractor** will furnish the **Professional** with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the **Professional** and at the **Contractor's** expense.

15.2.2 Neither observations by the **Professional** or the **Project Manager** nor inspections, tests or approvals by persons other than the **Contractor** shall relieve the **Contractor** of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

15.3 Access to the Work

15.3.1 For the duration of the Work, the **Professional** and their representatives, other designated representatives of the **County** and authorized representatives of any regulatory agency shall at all times be given access to the Work. The **Contractor** shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

15.4 Uncovering the Work

15.4.1 If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Professional,** or if any work is covered contrary to the request of the **Project Manager,** the work shall, if requested by the **Professional** or the **Project Manager,** be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense.

15.4.2 If any work has been covered which either the **Professional** or the **Project Manager** has not specifically requested to observe, or if the **Professional** or the **Project Manager** considers it necessary or advisable that covered work be inspected or tested by others, the **Contractor,** upon written request of the **Professional** or the **Project Manager,** shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the **Contractor** shall bear the expense of such uncovering, exposure, observation, inspection, testing and satisfactory reconstruction. If, however, such work is not found to be defective, the **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if it makes a claim as provided in Articles 11, 12 and 13.

15.5 Stop Work

15.5.1 When work is defective or when the **Contractor** fails to supply sufficient skilled workmen, suitable material, suitable equipment, make prompt payments to Subcontractors for labor, material or equipment, or if the **Contractor** violates any provisions of these Contract Documents, the **County** may order the **Contractor** to stop the work until the cause for such order has been eliminated. However, this right of the **County** to stop the work shall not give rise to any duty on the part of the **County** to exercise this right for the benefit of the **Contractor** or any other party. The **Contractor** shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

15.6 Correction or Removal of Defective Work

15.6.1 When directed by the **Professional,** the **Contractor** shall promptly, without cost to the **County** and as specified by the **Professional** either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work. If the **Contractor** does not correct such defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the **Professional,** the **County** may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the **Contractor** or deducted from payment to the **Contractor.** The **Contractor** will also bear the expense of correcting or removing and replacing all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

15.7 Acceptance of Defective Work

15.7.1 If, instead of requiring correction or removal and replacement of defective work, the **County** prefers to accept it, the **County** may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the **Contractor** shall pay to the **County** an appropriate sum to compensate for the defect in the work.

15.8 Neglected Work by Contractor

15.8.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Professional** may direct the **Contractor** to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment, working extended hours and additional days, all at no cost to the **County,** in order to put the Work back on schedule. If the **Contractor** fails to correct the deficiency or take appropriate corrective action, the **County** may terminate the contract or **Contractor's** right to proceed with that portion of work and have the work done by others. The cost of completion under such procedure shall be charged against the **Contractor.** A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **County.**

15.8.2 Should the **Contractor** work overtime, weekends or holidays to regain the schedule, all costs to the **County** of associated inspection, construction management and resident engineering shall be identified to the **Contractor** and the Contract Price reduced by a like amount via Change Order.

ARTICLE 16-PAYMENT AND COMPLETION

16.1 Schedule of Values

16.1.1 The Schedule of Values established as provided in General Conditions 3.5.2.2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the **Professional** and the **Project Manager.** Progress payments using unit prices bid will be based on the number of units completed. Lump sum bids do not have a provision for a unit price adjustment.

16.1.2 The Schedule of Values will include a breakdown of divisions of the work in a manner that will identify Subcontractors by the classification of their work according to any accepted numerical sequence, such as AIA numerical classification. Any Subcontractor identified by the **Contractor,** as a Woman/I\.1inority Business Entity shall be noted in the schedule of values on a separate line of the schedule of values with an extension to the numerical classification used to identify the particular division of work. The extension will be according to the following: 002- Woman Business Enterprise; 003 - African American Enterprise; 004 - Hispanic American; 005 - Asian Pacific American Business; 006- Native American Business; and 007 -Asian-Indian American Business.

16.2 Application for Progress Payment: Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers

16.2.1 At least seven (7) calendar days before the date established for each progress payment (but not more often than once a month), **Contractor** shall submit the following to the **Professional** for review: (i) an Application for Payment filled out and signed by the **Contractor** covering the work completed as of the date of the Application; (ii) a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers (as further described in Subsection 16.2.2 below) in a form the County will designate and provide to the **Contractor,** and (iii) all other supporting documentation as is required by the Contract Documents. If payment is requested on the basis of material and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the **County** has received the material and equipment free and clear of all liens and evidence that the material and equipment are covered by appropriate property insurance and other arrangements to protect the **County's** interest therein, all of which will be satisfactory to the **County.** Payment is subject to 5% retainage in accordance with F.S. 218.735.

16.2.2 As additional conditions precedent to the County's obligation to pay the Contractor each progress payment, to include the final payment due under the Contract, the Contractor must (i) pay all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include any payments of retainage) that the County has

made to Contractor for Work that has been satisfactorily completed; and (ii) execute and deliver to the Professional a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers with its Application for Payment submitted in accordance with Subsection 16.2.1 above. If the Contractor has not made the required payments to all Subcontractors and Suppliers, but the Contractor has (a) demonstrated good cause (as reasonably determined by the County) for not making any required payment; (b) delivered written notice to the County and to the applicable Subcontractor or Supplier specifically stating why the Contractor has not paid the Subcontractor or Supplier its proportionate share of the progress payments that the County has made to the Contractor pursuant to the Contract, and (c) completed all other requirements and conditions precedent to the receipt of the requested progress payment, then the County will pay Contractor the progress payment in accordance with the Contract requirements.

16.3 Contractor's Warranty of Title

16.3.1 **Contractor** warrants and guarantees that title to the work, material and equipment covered by any Application for Payment, whether incorporated in the Work or not, will pass to the **County** no later than the time of payment, free and clear of all liens.

16.4 Approval of Payments

16.4.1 The **Professional,** after receipt of each Application for Payment, will either indicate in writing a recommendation of payment and present the application to the **County,** or return the application to the **Contractor** indicating in writing the **Professional's** reasons for refusing to recommend payment. In the latter case, the **Contractor** may make the necessary corrections and resubmit the application. The **County** shall make payment in accordance with F.S. 218.735.

16.4.2 The **Professional's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Professional** to the **County** based on the **Professional's** review of the Application for Payment and the accompanying data and schedules, that to the best of the **Professional's** knowledge, information and belief:

a) The Work has progressed to the point indicated;

b) The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work and to any other qualifications stated in the recommendation); and

c) The conditions precedent to the **Contractor's** being entitled to such payment appear to have been fulfilled in so far as it is the **Professional's** responsibility to observe the Work.

16.4.3 By recommending any such payment, the **Professional** will not be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Professional** in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **County** or entitle the **County** to withhold payment to the **Contractor.**

16.4.4 The **Professional's** recommendation of any payment, including final payment, shall not mean that the **Professional** is responsible for the **Contractor's** means, methods, techniques, sequences or procedures of construction; or the safety precautions and programs incident thereto; or for any failure of the **Contractor** to comply with Laws and Regulations applicable to the furnishing or performance of Work; or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

16.4.5 The **Professional** may refuse to recommend the whole or any part of any payment if, in the **Professional's** opinion, they are unable to make the representation that the Application is acceptable to the **County.** The

Professional may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the **Professional's** opinion to protect the **County** from loss because:

a) The Work is defective;

b) The Contract Price has been reduced by Change Order;

c) The **County** has been required to correct defective work or complete work in accordance with Article 15;

d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or

e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

16.4.6 The **County** will give the **Contractor** immediate notice stating the reasons for such action and promptly pay the **Contractor** the amount so withheld, or any adjustment thereto agreed to by the **County** and the **Contractor,** when the **Contractor** corrects, to the **County's** satisfaction, the reasons for such action.

16.5 Substantial Completion

16.5.1 Substantial Completion is the stage in the progress of the Work when the Work or specified portion thereof is sufficiently complete in accordance with the Contract Documents so the **County** can occupy or utilize the Work for its intended purpose.

16.5.2 When the **Contractor** considers that the Work, or a specified portion thereof, which the **County** agrees to accept separately, is substantially complete, the **Contractor** shall prepare and submit to the **Professional** a thorough and inclusive list of items to be completed or corrected. The **Contractor** shall proceed promptly to complete and correct items on the list. Failure to include an item on this list does not relieve the **Contractor** of the responsibility to complete all Work in accordance with the Contract Documents. Upon receipt of the **Contractor's** list, the **Professional** and **Project Manager** will visit the site to determine whether the Work or designated portion thereof is substantially complete. If the **Professional's** and the **Project Manager's** visit discloses any item, whether or not included on the **Contractor's** list, which is not in accordance with the requirements of the Contract Documents, the **Contractor** shall, before issuance of the Certificate of Substantial Completion, complete or correct such item, upon notification by the **Professional.** The **Contractor** shall then submit a request for another visit by the **Professional** to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the **Professional** will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall include a list of items that have not been completed or corrected at the time of the follow-up visit by the Professional to determine Substantial Completion. The Professional, in consultation with the County, shall establish a date for completion of the items identified in the Certificate of Substantial Completion Certificate and this date for completion shall be noted on the Certificate. The Professional shall also establish a value for each of the items included on the certificate, which may be deducted from the Contractor's Application for Payment at two times the amount of each incomplete item. Should the Contractor fail to complete the items by the date noted on the Certificate of Substantial Completion, the County may complete the item and deduct the costs from the final Application for Payment. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the **Contractor** for their written acceptance and then to the **County** for acceptance and issuance.

16.5.3 The **County** shall have the right to exclude the **Contractor** from the Work after the date of Substantial Completion, but the **County** shall allow the **Contractor** reasonable access to complete or correct items on the list.

16.6 Beneficial Occupancy

16.6.1 Use by the **County** at the **County's** option of any substantially completed part of the Work which (i) has specifically been identified in the Contract Documents, or (ii) the **County, Professional and Contractor** agree constitutes a separately functioning and usable part of the Work that can be used by the **County** for its intended purpose without significant interference with the **Contractor's** performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to 16.6.2.
16.6.2 The **County** at any time may request the **Contractor** in writing to permit the **County** to use any such part of the Work which the **County** believes to be ready for its intended use and substantially complete. If the **Contractor** agrees that such part of the Work is substantially complete, the **Contractor** will certify to the **County** and the **Professional** in writing that the **Contractor** considers any such part of the Work ready for its intended use and substantially complete and request the **Professional** to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the **County, Contractor** and **Professional** shall make an inspection of that part of the Work to determine its status of completion. If the **Professional** does not consider that part of the Work to be substantially complete, the **Professional** will notify the **County** and the **Contractor** in writing giving the reasons therefore. If the **Professional** considers that part of the Work to be substantially complete, the provisions of 16.5 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

16.6.3 The **County,** may at its discretion, reduce the amount of retainage beyond the amount prescribed in F.S. 218.735 subject to Beneficial Occupancy.

16.6.4 Retainage will not be released in the face of a claim by the County for liquidated damages or a dispute claim by the Contractor for additional compensation.

16.7 Final Inspection

16.7.1 Upon written notice from the **Contractor** that the entire Work or an agreed portion thereof is complete, the **Professional** will make a final inspection with the **County** and the **Contractor** and will notify the **Contractor** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The **Contractor** shall immediately take such measures as necessary to complete such Work or remedy such deficiencies.

16.8 Final Application for Payment

16.8.1 After the **Contractor** has completed all such corrections to the satisfaction of the **Professional** and the **County** and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.2, certificates of inspection, marked-up record documents and other documents, the **Contractor** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety to final payment; and (iii) a final Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers.

16.8.2 No application for final payment will be accepted by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Professional** and the **County.**

16.8.3 Notwithstanding any other provision of these contract documents to the contrary, the **County** and the **Professional** are under no duty or obligation whatsoever to any vendor, material provider, Subcontractor, laborer or other party to ensure that payments due and owing by the **Contractor** to any of them are or will be made. Such parties shall rely only on the **Contractor's** surety bonds for remedy of nonpayment by the **Contractor.** The **Contractor** agrees to defend and resolve all claims made by Subcontractors, indemnifying the **County** and the **Professional** for all claims arising from or resulting from Subcontractor, Supplier, material men or laborer services in connection with this project.

16.8.4 The **Contractor** will indemnify the **County** and **Professional** for any damages sustained including lost revenues resulting from the **Contractor's** failure or refusal to perform the work required by these contract documents.

16.9 Final Payment and Acceptance

16.9.1 If, on the basis of the **Professional's** observation of the Work during construction and final inspection, and the **Professional's** review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the **Professional** is satisfied that the Work has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, after receipt of the final Application for Payment, indicate in writing the **Professional's** recommendation of payment and present the Application to the **County** for payment. At the same time, the **Professional** will also give written notice to the **County** and the **Contractor** that the Work is acceptable subject to the provision of 16.10. Otherwise, the **Professional** will return the application to the **Contractor,** indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. After the presentation to the **County** of the application and accompanying documentation, in appropriate form and substance and with the **Professional's** recommendation and notice of acceptability, the amount recommended by the **Professional** will become due and will be paid by the **County** to the **Contractor.**

16.9.2 If, through no fault of the **Contractor,** final completion of the Work is significantly delayed and if the **Professional** so confirms, the **County** shall, upon receipt of the **Contractor's** final Application for Payment and recommendation of the **Professional,** and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the **County** for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if bonds have been furnished as required in Article 6, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the **Contractor** to the **Professional** with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

16.9.3 The remainder of the Contract Price will be approved for payment upon final completion of the work, acceptance of the work by the **County** and settlement of all claims.

16.10 Waiver of Claims

16.10.1 The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **County,** other than those previously made in writing and still unsettled.

16.10.1.1 The making and acceptance of final payment will constitute a waiver of all claims by the **County** against the **Contractor,** except claims arising from unsettled liens from defective Work appearing after final inspection pursuant to 16.7; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; or from the **Contractor's** continuing obligations under the Contract Documents.

ARTICLE 17 - SUSPENSION OF WORK AND TERMINATION

17.1 Suspension of Work

17.1.1 At any time and without cause, the **County** may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the **Contractor** and the **Professional,** which will fix the date on which Work will be resumed. The **Contractor** shall resume the Work on the date so fixed. The **Contractor** shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if the **Contractor** makes any approved claim therefore as provided in Articles 12 and 13.

17.2 Termination For Cause

17.2.1 Upon the occurrence of any one or more of the following events:

a) If the **Contractor** fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable material or equipment; or failure to adhere to the progress schedule established;

b) If the **Contractor** disregards laws or regulations of any Regulations of any public agency having jurisdiction;

c) If the **Contractor** disregards the authority of the **Professional** or the **Project Manager;** or

d) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract Documents.

The **County** may, after giving the **Contractor** and surety seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the **Contractor;** exclude the **Contractor** from the site; take possession of the Work and of all the **Contractor's** tools, appliances, construction equipment and machinery at the site; use the same to the full extent they could be used by the **Contractor** (without liability to the **Contractor** for trespass or conversion); incorporate in the Work all material and equipment stored at the site or for which the **County** has paid the **Contractor** but which are stored elsewhere; and finish the Work as the **County** may deem expedient. In such case, the **Contractor** shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed and the value of material and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, the **Contractor** shall pay the difference to the **County.** Such costs incurred by the **County** shall be verified by the **Professional** and incorporated in a Change Order; but in finishing the work the **Contractor** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

17.2.2 In the event the **County** terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

17.3 Termination for Convenience

17.3.1 Upon seven (7) working days' written notice to the **Contractor** and the **Professional,** the **County** may, without cause and without prejudice to any other right or remedy of the **County,** elect to terminate the Contract. In such case, the **Contractor** shall be paid (without duplication of any items):

a) For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

b) For expenses sustained prior to the effective date of termination in performing services and furnishing labor, material or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and

d) For reasonable expenses directly attributable to termination.

The **Contractor** shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

17.3.2 If through no act or fault of the **Contractor,** the Work is suspended for a period of more than ninety (90) calendar days by the **County,** or under an order of court or other public authority, or the **Professional** fails to act on any Application for Payment within thirty (30) calendar days after it is submitted, or the **County** fails for thirty-one (31) calendar days to pay the **Contractor** any sum finally determined to be due, then the **Contractor** may, upon seven (7) working days' written notice to the **County** and the **Professional,** terminate the Agreement and recover from the **County** payment on the same terms as provided in 17.2.2, provided the **County** or the **Professional** did not remedy such suspension or failure within that time. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if the **Professional** has failed for thirty-one (31) calendar days to pay the **Contractor** any sum finally determined to be due, the **Contractor** may upon seven (7) days' written notice to the **County** and the **Professional** stop the Work until payment is made of all such amounts due the **Contractor,** including interest thereon. The provisions of this paragraph are not intended to preclude the **Contractor** from making claim under Articles 12 and 13 for an increase in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to the **Contractor's** stopping Work as permitted by this paragraph.

ARTICLE 18 - DISPUTES

18.1 All disputes arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract, shall within ten (10) working days of the commencement of the dispute be presented by the **Contractor** to the **County** for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the **Contractor** shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) working days of its commencement, the claim will be considered only for a period commencing ten (10) working days prior to the receipt by the **County** of notice thereof. Each decision by the **County** will be in writing and will be mailed to the **Contractor** by registered or certified mail, return receipt requested, directed to the **Contractor's** last known address.

18.1.1 If the **Contractor** does not agree with any decision of the **County,** the **Contractor** shall seek mediation by a certified circuit court civil mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) calendar days of the request for mediation, said mediator will be chosen by the **Contractor.** Any mediation will be held in Polk County, unless otherwise agreed to by the **County.** The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties, if the mediator is agreed upon, and by the **Contractor** if agreement on the mediator cannot be reached.

18.1.2 If the **Contractor** does not agree with any decision of the **County,** or the mediation is unsuccessful, the **Contractor** shall in no case allow the dispute to delay the Work but shall notify the **County** promptly that the work proceeding under protest and that the matter in question may be excepted from the final release.

ARTICLE 19 - MISCELLANEOUS

19.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

19.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

19.3 Should the **County** or the **Contractor** suffer injury or damage to its person or property because of any error, omission or act of the other or of any of their employees, agents or others for whose acts they may be legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

19.4 All representations, warranties and guarantees made in the contract documents will survive final payment and termination or completion of the agreement. Also, the obligation of the **Contractor** to maintain the work until initiation of operation shall survive final payment, termination or completion of the Contract.

19.5 The **Contractor** shall keep adequate records and supporting documentation applicable to the Work and Contract. Said records and documentation shall be retained by the **Contractor** for a minimum of five (5) years from the date of final completion or termination of this Contract. The County shall have the right to audit, inspect and copy all such records and documentation as often as the **County** deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The **County,** during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the **Contractor** as concerns the aforesaid records and supporting documentation.

ARTICLE 20-Unauthorized Alien(s):

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

ARTICLE 21 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Contractor to perform employment duties during the term of this contract; and

(ii) All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

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

ARTICLE 21- PERFORMANCE EVALUATION

22.1 Contractor Evaluation

22.1.1 The **Contractor's** performance shall be evaluated during and after completion of the project. The evaluation shall be conducted in accordance with the Procurement Procedures, dated May 10, 2006, for Contractor Evaluation.

ARTICLE 23 - ALLOWANCES

23.1 Allowance Work

23.1.1 When the **County** determines, at its sole discretion, that it wishes to include an Allowance in the Contract, said amount shall be included in the Contract Price, Article 2 of the Contract (Part E).

23.1.2 Allowance Work, in the amount of five percent (5%) of the awarded contractors bid or $250,000, whichever is less, may be included in the Contract Price. No individual allowance request shall be greater than
$50,000 without approval of the Board of County Commissioners. The Contract Work and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed the amount of the Allowance. When all Work has been completed under this contract any balance of the original Allowance remaining at the completion of all Work shall be deducted from the Contract Price.

23.1.3 The number of calendar days specified in the Contract for performance of the Work shall include a total time allowance of no more than 60 days or fifteen percent (15%) of the time specified at the time contract award for final completion of the project, whichever is less, for performance of Allowance Work. When all Work has been completed under this contract any time set aside for Allowance Work remaining at the completion of all Work shall be deducted from the Contract Time.

23.1.4 Upon a determination by the County Manager or his designee that certain construction work for which detailed specifications were not prepared or the scope of such work was not fully established at the time the **County** entered into a contract and upon determining that, for the purposes of expediency and efficiency, it would be in the **County's** best interest to have said work completed by the Project's **Contractor,** the County Manager or his designee will take appropriate action pursuant to the "Allowance" provision established under the Contract for the Project.

23.1.5 All changes and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature of the County Manager or his designee. The **Contractor** shall not be authorized to perform any Allowance Work without the required AAR.

ARTICLE 24 - ANNUAL APPROPRIATIONS

24.1 Appropriations

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

ARTICLE 25 - PUBLIC RECORDS LAW

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

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

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

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

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

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

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

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

ARTICLE 26 - NO CONSTRUCTION AGAINST DRAFTER

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

SPECIAL CONDITIONS

The County reserves the right to direct purchase any tangible personal property item of the bid in order to save the sales tax on the selected item, which may include equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major items. When the County exercises this option the following procedures shall be used for ordering, receiving, and paying for the Owner Direct Purchase (ODP) item.

BID PRICES

The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

ORDERING

The items selected would be purchased directly from the suppliers the contractor used to submit their bid to the County and therefore made a part of the construction contract executed with the County.

The Contractor shall fully cooperate with the County, providing information for the preparation of County issued purchase orders for these ODP's, monitoring deliveries, and approving mv01ces.

Following receipt of a sales tax savings form, the Contractors requisition from the supplier and the suppliers quote to the Contractor, the County will issue a purchase order to the supplier for the item selected for ODP to be delivered to the project site. The approved purchase order will be sent to the supplier and the Contractor. The Contractor shall verify that the purchase order was issued correctly. A separate sales tax savings form and a separate purchase order shall be used for each item selected for ODP.

After the County has affirmed that the items contained in the purchase order meets the exemption requirements contained in Section 212.08(6), Florida Statute, and Rule 12A-l.094, Florida Administration Code, the County will issue a Certificate of Entitlement. A Certificate of Entitlement will be issued with each purchase order for each ODP. The original Certificate of Entitlement accompanied by the County approved purchase order, the Contractors requisition to the supplier and the suppliers quote for the selected ODP item will be placed on file with the Florida Department of Revenue. The Contractor and supplier will be issued copies from the County.

EXPEDITING

The Contractor shall be responsible for expediting delivery to ensure that ODP item(s) 1s received on time to maintain the construction schedule.

RECEIPT

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The Contractor shall be responsible for receiving, warranting, insuring the proper installation and operation of all materials and equipment required for the project, including all ODP items.

BILLINGS/PAYMENTS

All ODP's shall be billed to the County in care of the Contractor.

The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the County.

The Contractor shall prepare a direct purchase report for the County upon submittal of each pay request.

OTHER CONSIDERATIONS

The County shall have title to all items of which any payment has been made under these provisions.

The selection of ODP for any item contained within the bid does not relieve the Contractor from liability for that item as it may be related to the quantity ordered, condition, the maintenance and care of the item when delivered, installation, incorporation of the item for its intended use in the work to be performed, and warranty of the item in accordance with the contract documents. The Contractor shall maintain products liability insurance, which shall include ODP items, as required for the normal practice of general contracting.

The County shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.

REDUCTION

The Contract will be reduced via deductive change order by the amount of all items selected by the County for the ODP's. The deductive change order will require Division Director approval.

SALES TAX SAVINGS FORM

CONTRACT# _____

DESCRIPTION OF PROJECT _____

Materials	(1) Amt in Contract	(2) Sales Tax	(3) Net Amt for Purchase

(1) This is the amount to be deducted from contract by change order.

(2) The amount of the sales tax included in the material purchase line item supplied by contractor.

(3) The amount to be used by Procurement to make the material purchase per the contractor's stated quantities.

SUPPLEMENTARY CONDITIONS

City of Lake Wales Minor Streetscape
East Orange Ave and East Crystal Ave

Financial Management Number: 452246-1-58-01

1. PROJECT DESCRIPTION, PROJECT LOCATION & SCOPE OF WORK

1.1. Description: The project consists of street resurfacing, ADA and tree improvements along East Crystal Avenue and East Orange Avenue from North 1st Street to North Market Street and along North Market Street between East Orange Avenue and East Park Avenue in downtown Lake Wales. This project will install sidewalks, ADA ramps, and landscaped rain gardens to newly resurfaced streets, enhancing mobility and providing safer travel for vehicles, pedestrians, and bicyclists.

1.2. Location: From Bartow, go east on SR 60 for 15.3 miles to 1st Street North, go north on 1st Street North for 0.5 miles to East Orange Avenue. All distances are approximate.

1.3. Scope of Work: Work includes, but is not limited to, clearing and grubbing, erosion control, maintenance of traffic, utility coordination, milling and resurfacing, sidewalk and ADA ramps, driveways, rain garden (i.e., rain garden curb, slots, filter fabric, river rock, grading, plantings & trees), street signs, signing and pavement markings.

1.4. The CADD files are available upon request. The data within the GADD files is subject to change and it is the contractor's responsibility to request updates when necessary. Should the contractor choose to generate information from the GADD files, other than that which is shown on the signed and sealed plans, the contractor does so at its own risk.

1.5. Estimated construction cost is $1,232,054.00 and the estimated days to final completion is 180.

2. QUALIFICATION REQUIREMENTS

2.1. The prime contractor or subcontractors shall be on the **Current List of FDOT Prequalified Contractors** in the following work classes: Flexible Paving (10); Landscaping (18); Pavement Marking (28); Roadway Signing (38); Sidewalk, Driveways, Curbs (40).

2.2. Prime contractor must have been in business under the same name or EIN number for the past 3 years.

2.3. Bidders must possess a Polk County Local Business Tax Receipt (f/k/a Business License} in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful bidder.

2.4. Bidder must provide a minimum of three (3) references from clients in which the bidder has successfully completed similar size and scope projects as the prime bidder, within the past five (5) years. The list shall include: Name of the client, address of client, contact person to include: Phone number and email address, project name, project address, brief description of the work performed, and project contract value and year completed. References should be submitted with the Bid or must be submitted by the apparent lowest responsive bidder within three (3) business days of request and prior to award. Failure to provide the above minimum information may be cause to deem the contractor as non-responsive.

2.5. Percentage of Work: The prime contractor shall perform a minimum of 40% of all work contained within the scope of work as outlined in the bid documents and special conditions, with the exception of signalization. This percentage of work requirement does not include

the furnishing of materials or equipment in the construction, if not installed by the primary contractor.

3. BASIS OF AWARD

3.1. Lowest responsive and responsible bidder meeting qualifications and specifications.

3.2. A MANDATORY pre-award meeting will be required during the bid analysis phase. Prior to a recommendation of award being issued by the Procurement Director, a pre-award meeting will be conducted with the County, EOR, Construction Project Manager and the apparent low bidder. This pre-award meeting will be conducted to confirm the apparent low bidder can perform the required services according to the bid document. If at the conclusion of the pre-award meeting, it has been determined and agreed upon the apparent low bidder cannot perform the services accordingly, the County reserves the right to deem the apparent 1st low bidder as non-responsible and continue the bid analysis phase with the apparent 2nd low bidder.

A memorandum of understanding between the County and the apparent low bidder shall be executed within 5 days after the pre-award meeting.

4. PERMITS

4.1. The Following permits have been acquired by the County for the project: SWFWMD permit exemption letter.

4.2. It shall be the Contractor's responsibility to submit the application, pay application fees and acquire the Florida Department of Environmental Protection (FDEP) Generic Permit for Stormwater Discharge from Construction Activities.

5. CERTIFIED AS-BUILT SURVEY DRAWINGS

5.1. The required number of sets of hard copy Certified As-Built Survey Drawings is one (1).

5.2. The Contractor shall prepare and provide the As-Built Survey Drawings to the County in .pdf format and AutoCAD format.

6. DEFINITIONS

6.1. "Certified As-Built Survey Drawings": Means as-built or record survey drawings or maps prepared by a Professional Land Surveyor (PLS) or Professional Surveyor and Mapper (PSM) according to the requirements of F.A.C. 61G17-6.005 Construction Layout Survey, Record or As-Built Survey, Quantity Survey. Certified As-Built Survey Drawings includes both hard copy drawings or maps and the electronic files prepared in AutoCAD® format compatible with the County's computer system. The following are minimum requirements to be shown:

- 6.1.1. Roadway Site Perimeter - Sufficient spot elevations to show as-built topography.
- 6.1.2. Driveway Areas - Sufficient spot elevations to show drainage and slopes.
- 6.1.3. Right-of-Way Swale/Drainage - All culvert inverts; swale flow-line grades; beginning and end bottom elevations; highs and lows along top of bank; and size of swale.
- 6.1.4. Underdrains/Pipe Culvert/PVC Sleeves - All inverts, inlet grate and bottom elevations, and sizes.
- 6.1.5. Outfalls - All pipe inverts, weir box elevations, weir elevation, and sizes.

6.1.6. Roadway/Off Site Drainage - All inverts; manhole top elevation; grate top elevations all storm and sanitary, if applicable.

6.1.7. Pavement width; curb width; shoulder width; sidewalk and bike path widths, every 100 feet.

6.1.8. Elevations; sidewalk; bike path; top and bottom of curb; edge of pavement; and centerline of road, every 100 feet.

6.1.9. Install new roadway alignment control points upon final roadway completion. Include all intersections and side streets. Latitude, departure and elevations for all control points.

6.1.10. Stations and offsets, all structures (including power poles, drainage structures, etc.)

6.2. "County Project Manager": Means the person designated as an agent or representative of the County for the purpose of directing or being in charge of the work embraced in this contract.

6.3. "FDOT": Means the Florida Department of Transportation.

6.4. "Inspector": Means the Professional's person designated as an agent or representative of the County to perform construction inspection.

6.5. "Plans": Means certified construction drawings prepared by the Engineer of Record (EOR).

6.6. "Specialty Engineer": Means a Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the project work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. The Specialty Engineer must be qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation. For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications: (1) Registration as a Professional Engineer in the State of Florida; (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

6.7. "Utility Work by Highway Contractor": Means utility work described plans prepared by a utility owner and made a part of this Contract by agreement with the County.

6.8. "Bridge" - a structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

7. GENERAL

7.1. The Contractor is solely responsible for all work called for in the Contract Documents according to the terms of the Contract Documents and this responsibility cannot be transferred to subcontractors.

7.2. The hierarchy of authority for this contract shall be:

- First (Highest): Polk County Director of Roads & Drainage
- Second: Polk County Engineering Manager
- Third: Polk County Project Manager

7.3. No work shall be performed under the provisions of this contract on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the Contractor and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The Contractor shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

7.4. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter.

8. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

8.1. When the Standard Specifications, Special Provisions, Supplemental Specifications or Technical Special Provisions refer to:

8.1.1. "The Engineer" in the role of construction inspection and construction management, this term is the same as "Construction Project Manager" as defined in the Contract Documents.

8.1.2. "The Department" or "FDOT" in the role of owner of the project, the interpretation of the document shall be that the reference is to the County as the owner of the project.

8.1.3. "State Road," it shall mean any public roadway.

8.1.4. "The Department's acceptance tests," it shall mean the tests adopted by the County.

8.1.5. "The District and/or Central Labs," it shall mean the Contractor's testing subcontractor authorized by the County.

8.2. If any conflicts exist between the specifications prescribed in the Contract Documents, the more stringent requirement shall apply. In case of discrepancy, the governing order of the contract documents is as follows:

1. Special Conditions
2. Technical Special Provisions
3. Plans
4. Road Design, Structures and Traffic Operations Standards
5. General Conditions
6. FDOT Supplemental Specifications
7. Standard Specifications
8. Supplementary Conditions (JPA / Utility)

Computed dimensions govern over scaled dimensions.

8.3. Before starting construction, provide a Quality Control Program for County approval according to FDOT Standard Specification Section 105 Quality Control Program and Laboratory Qualification Program.

8.4. FDOT Standard Specification Section 5-1.4 Shop Drawings shall apply to this contract.

8.5. FDOT Standard Specification Section 5-7 Engineering and Layout shall apply to this contract.

8.6. FDOT Standard Specification Section 9-2.1.2 Bituminous Material shall apply to this contract.

9. CONSTRUCTION PROGRESS SCHEDULE

9.1. The Contractor shall prepare and maintain a project progress schedule according to FDOT Specification 8-3.2 Submission of Working Schedule.

10. TESTING AND INSPECTIONS

10.1. The Contractor is responsible for all required testing on the project except when the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the County 48-hours notice to prepare for the required inspections or testing. All such inspections, tests or approvals performed by the County shall be identified in writing by the County Project Manager to the Contractor as well as the name of the testing facility that will be performing the inspections and testing.

10.2. Except as described above, all inspections, tests or approvals shall be at the Contractor's expense and shall be included in the unit cost for the appropriate pay item. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Contractor will furnish the County Project Manager with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability tests shall be retested at the direction of the County Project Manager and at the Contractor's expense.

10.3. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. With the exception of Asphalt Plant, The County Project Manager's staff is responsible for required verification testing on the project and will coordinate this work with the Contractor's Quality Control Manager. If there is a discrepancy between the contractor's quality control test and the County Project Manager's verification test, and if either one of the tests fail to meet minimum Specification requirements, both parties will jointly take a split resolution sample and deliver the sample to a pre-determined, independent testing lab contracted by the County. The independent testing lab will not be the same lab providing verification testing services for the County. The results from the independent resolution lab shall be used and accepted by both parties as the final testing results representing the portion of material in question.

11. MATERIALS

11.1. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County immediately upon delivery or as soon thereafter as is practical.

11.2. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.

12. WORKSITE VISIBILITY

12.1. No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets

and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Contract time extensions for substandard visibility shall be assessed according to FDOT Standard Specification Section 8-7.3.2.

13. FIELD OFFICE

13.1. When a Field Office is included in the Contract, the unit cost for the Field Office shall include electric, telephone, water, sanitary and high-speed internet, including all required application and inspection fees and deposits.

Note: A Field office is not required on this project.

14. EROSION CONTROL

14.1. The Contractor shall conform to the requirements of Polk County Ordinance No. 93-06 and the FDOT Standard Specifications Section 104.

14.2. When erosion control devices or measures fail to prevent erosion or pollution, the Contractor shall be responsible for removing or cleaning up the eroded materials or pollution to the satisfaction of the County and/or State agency having jurisdiction at no additional cost to the County.

14.3. The Contractor shall remove and dispose of temporary erosion control devices after construction and/or establishment of the associated permanent erosion control devices or as directed by the County. The cost for removal shall be included in the unit price for the individual erosion control devices.

15. GRASSING

15.1. Immediately before placing or installing grassing of any type (i.e., seed, seed and mulch, sod), the Contractor shall shape and rake the prepared soil surface by hand. The cost for shaping and raking shall be included in the unit price for the associated grassing pay item.

16. MAINTENANCE OF TRAFFIC

16.1. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

16.2. If a TCP is provided in the construction plans and the Contractor intends to use that plan to maintain traffic, the Contractor shall provide a letter to the County stating that the provided TCP will be implemented for this contract. The Contractor may propose an Alternative TCP in accordance with FDOT Standard Specification Section 102 for consideration by the County. Any alternative TCP must be approved by the County before it can be implemented and shall be prepared at no additional cost to the County.

16.3. If a TCP is not provided in the construction plans, the Contractor shall prepare a TCP according to the requirements of the FDOT Plans Preparation Manual, the FDOT Roadway and Traffic Design Standards and the FDOT Standard Specifications for Road and Bridge Construction. The TCP shall be prepared by, and signed and sealed by, a Specialty Engineer is certified by an FDOT approved training agency which meets the FDOT maintenance of traffic training requirement for advanced training. The Contractor shall submit a copy of the certification that the Specialty Engineer is certified by an FDOT approved training agency that meets the FDOT maintenance of traffic training requirement for advanced training. The cost for preparing the TCP shall be included in the lump sum unit price for pay item 102-1 Maintenance of Traffic LS.

16.4. The Contractor shall provide the County a copy of the contractor's Worksite Traffic Supervisor certification that satisfies the requirements of FDOT Standard Specification 105- 8.3.

16.5. All lane and/or road closures require approval of the County. The Contractor shall submit a completed Request for Lane or Road Closure form to the County Project Manager at least 14 calendar days before the date of the proposed closure. The request must include a complete Traffic Control Plan showing the proposed closure and locations of all signs and traffic control devices. No closures shall be implemented without County approval.

17. UNDERGROUND FACILITIES

17.1. The location(s) of the utilities shown in the plans (including those designated Vv, Vh and Vvh) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations apply only at the points shown. Interpolations between these points have not been verified.

17.2. The successful bidder will be required to coordinate their work effort with each utility.

18. HISTORICAL AND ARCHAEOLOGICAL

18.1. If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty according to the General Conditions.

19. EMERGENCIES

19.1. In the event of an emergency, the Contractor shall immediately notify the County Project Manager.

20. CONTAMINATION

20.1. Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hoursof occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

21. SAFETY

21.1. The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.

21.2. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc. (Sunshine 811), at 811 or 1-800-432-4770 or www.sunshine811.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

22. WORK AREA CLEAN-UP REQUIREMENTS

22.1. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.

22.2. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at substantial completion of the Work.

23. WORK STOPPAGE

23.1. From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be required to stop work, the County Project Manager shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the County Project Manager shall agree to and document the number of additional Days to be added to the Contract Time to accommodate the requested work stoppage.

24. VIDEO RECORDS

24.1. Pre-Construction Video Record: Before beginning mobilization activity, the Contractor shall video record the existing conditions in the project area before the start of any construction activity. The video recording shall document the condition of all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction. The video recording shall be delivered to the County Project Manager 14 days prior to the start of any construction activity for review and approval.

24.2. Post-Construction Video Record: In addition to the video recording requirements of FDOT Standard Specification 430-4.8, within ten (10) calendar days after the date of final completion the Contractor shall video record the finished project. The video recording shall document the condition of the finished construction project, all above ground features within fifty-feet of the limits of construction, including storm sewer inlets, cross drains and any encroachment into the limits of construction.

24.3. All video records shall be delivered to the County Project Manager on digital video disk (DVD) in a format compatible with Microsoft Media Player and labeled with the project number, project name, date and subject, and the name, address and telephone number of the Contractor and the company responsible for recording the video record. The cost for the Pre-Construction Video Record, Post-Construction Video Record and the required DVD copies shall be included in the lump sum bid unit price for 101-1 Mobilization.

25. APPLICATION FOR PROGRESS PAYMENT

25.1. By signing and submitting an Application for Payment the Contractor certifies that all work and/or materials storage associated with the quantities in the Application for Payment have been completed in accordance with the Contract Documents.

25.2. When the Contract contains Utility Work by Highway Contractor the Contractor shall prepare a separate Application for Payment for each utility participating in the Utility Work by Highway Contractor. The Contractor shall submit Applications for Progress Payment for progress successfully performed and completed for each calendar month during the term of the contract.

25.3. In addition to the requirements of General Conditions 16.9, the final completion and waiver of claims will not be accepted by the County until the Certified As-Built Survey Drawings have been reviewed and accepted by the County and the required number of sets of the

accepted Certified As-Built Survey Drawings and electronic files, and the Certificate of Final Completion have been received by the County.

25.4. Each Application for Payment submitted by the Contractor shall include a copy of all invoices for stored materials and the materials certifications for all materials stored or used in the work that is included in said Application for Payment.

26. LIQUIDATED DAMAGES

26.1. The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

26.2. Should the Contractor request and be granted additional time to reach substantial completion via change order(s), the last revised date shall be the date used to calculate the time from which liquidated damages will be assessed.

26.3. Liquidated Damages in the amount of $1,694.00 per day as authorized by Florida Statutes Section 307.18(2) shall be assessed.

27. PERFORMANCE EVALUATIONS

27.1. The Contractor will be evaluated on the performance of work and administration of the contract. Deficiency letters may be issued to the Contractor by the County for any work or activity of the Contractor or their subcontractors that does not satisfy the terms or intent of the contract. Deficiency letters will be a part of the interim and final Contractor performance evaluations of the contract.

28. PROJECT CONTINGENCIES

28.1. The Bid Form includes $50,000.00 in contingency funds. The County shall approve charges against contingencies prior to invoicing. Any established unit prices shall prevail. If there are no unit prices established for the work, then the Contractor shall be reimbursed as defined in the General Conditions. The contingency funds will be used for actual work (time and materials). The contingency funds will not be used for any delay cost but may only be used for unforeseen conditions as determined by and agreed to by the County. It is understood that the County will be responsible for any contingency amount and will not use the LAP Agreement funds for any contingency work. The project contingencies have been defined as follows:

28.1.1. Miscellaneous: $50,000.00.

29. MISCELLANEOUS

29.1. The regular working hours for Polk County are Monday through Friday from 7:00 am to 5:30 pm. Permission to work outside of the regular work hours must be requested a minimum of two working days in advance from the County Project Manager. Permission to work on County holidays must be requested a minimum of two working days in advance from the County Project Manager.

29.2. Article 20.3 of the General Conditions is modified as follows: The Contractor shall utilize E-Verify. The use of E-Verify is mandatory on this project.

30. DEFAULT AND REMEDY

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

32. PROCUREMENT OF RECOVERED MATERIALS

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

32.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

32.1.2 Meeting contract performance requirements; or

32.1.3 At a reasonable price.

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

33. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

34. PROGRAM FRAUD AND FALSE OR FRAUDELENT STATEMENTS OR RELATED ACTS

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

FDOT SUPPLEMENTARY CONDITIONS

City of Lake Wales Orange and Crystal Avenue Project (LAP)

Project No. 452246-1

Items contained in this supplemental terms and conditions package are based on FDOT Form 525-010-44.

Note: In the event that a conflict arises between the County Terms and Conditions and the FDOT Supplementary Conditions, the FDOT Supplementary Conditions shall ***take*** *precedence.*

1. Plan, Specification & Estimates (PS&E) Submittal-Plans Review

Please see Part F.

2. Advertisement

The project will be advertised and bid for a minimum of 30 days. Solicitation information is available in The Ledger, Polk County's local newspaper, and all current solicitations are posted on the County's website at https://www.polk-county.net/procurement/procurement-bids. A notice will be posted in the Procurement Division as well.

3. Bonding

General Conditions, Article 2-Definitions, 2.6 the term "Bonds" is replaced in its entirety:

2.6 The term **"Bonds"** means the Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

General Conditions, Article 6-Bonds, Insurance, Indemnification, 6.1 Public Construction Bond and Other Bonds is deleted and replaced in its entirety:

6.1 Performance Bond, Payment Bond and Other Bonds

6.1.1 The **Contractor** shall furnish a Performance Bond and a Payment Bond, in an amount equal to the amount recommended for award and, if called out in the contract, the allowance amount, as security for the faithful performance and payment, respectively, of all the **Contractor's** obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2 The Contractor shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bonds in the same amount of one or more change orders.

6.1.3 The bonds required by the Contract Documents to be purchased and maintained by the Contractor shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Supplementary conditions.

6.1.4 If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County.**

4. Buy America and Foreign Contractor and Supplier Restriction

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

5. Certification of Current Capacity

Please see Part G for FDOT Form# 525-010-46.

6. Change Orders

The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization. In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification. See FDOT Division 1 spec's section 4-3

7. Claims

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay,

additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten

calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non- controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3),

and then only to the extent the Contractor could not reasonably mitigate such idleness.

5-12.3 Content of Written Claim:

As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
    a. Documented additional job site labor expenses;
    b. Documented additional cost of materials and supplies;
    c. A list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
    d. Any other additional direct costs or damages and the documents in support thereof;
    e. Any additional indirect costs or damages and all documentation in support thereof.
6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim:

The Engineer will respond in writing on projects with an original Contract amount of
$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest:

Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records:

After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on

the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration:

The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim:

When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must

be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items:

The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;

2. Any claim for other than extra work or delay;

3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;

4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor

5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies:

Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions:

The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials:

In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims:

All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow

the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;

15. Cash disbursements journal;

16. Financial statements for all years reflecting the operations on this project;

17. Income tax returns for all years reflecting the operations on this project;

18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

8. Conflict of Interest

In accordance with 2 CFR 200.112, 23 CRF 1.33, & 23 CFR 172.7(b)(4), no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality **in** connection **with** a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

Please see Part G for FDOT Form No. 375-030-50.

9. Contractor Purchased Equipment for State or Local Ownership

The County does not allow for Contractor to purchase equipment for State or Local ownership.

10. Disadvantaged Business Enterprise (DBE)

Please see Part G for FDOT Form 275-030-11

7-24 Disadvantaged Business Enterprise Program.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b}, the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as "non-responsible."

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.

2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. The procedures adopted to comply with these Specifications;

2. The number of subordinated Contracts on Department projects awarded to DBEs;

3. The dollar value of the Contracts awarded to DBEs;

4. The percentage of the dollar value of all subordinated Contracts awarded

to DBEs as a percentage of the total Contract amount;

5. A description of the general categories of Contracts awarded to DBEs; and

6. The specific efforts employed to identify and award Contracts to

DBEs. Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department

will count the portion of the dollar value of the contract equal to the distinct,

clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

11. The current DBE Goal is 10.54%.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

11. E-Verify

7-29 E-Verify. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract 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.

12. Equal Employment Opportunity

7-31 Title VI Assurance- DOT 1050.2A, Appendix A and Appendix B (see Part G page 62).

13. Equipment Rental Rates

For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.
b. Allowable Hourly Operating Cost= Hourly Operating Cost x 100%.
c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment

operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

14. FHWA-1273

See FHWA Form-1273 Part G Exhibit G.

15. Foreign Contractor and Supplier Restriction

The proposal may not limit project to domestic-owned contractors only. The proposal may not include the Florida orders on businesses with Syria, Cuba, Iran and Sudan.

16. Incentive/Disincentive Clauses

Not applicable to this contract.

17. Indemnification and Insurance

See Part G for FDOT Form 525-010-40

To the extent provided by law, the Consultant shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The forgoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statues, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement

1s. Indian Preference on federal-aid projects {Labor and Employment)

Not applicable to this contract.

19. Inspector General

The Parties agree to comply with s.20.055(5). Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

20. Liquidated Damages

The parties acknowledge that it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Contractor's failure to timely deliver the Project Work in accordance with the Contract Documents. Accordingly, in lieu of assessing actual damages if the Contractor fails to timely deliver Project Work, the parties confirm that: (i) the assessment of liquidated damages is reasonable and appropriate; (ii) the terms and the amount(s) of the liquidated damages stated below are reasonable; and (iii) the liquidated damages will be assessed as the County's remedy under such circumstances and not as a penalty.

Should the Contractor request and be granted additional time to reach substantial completion via change order(s), the last revised date shall be the date used to calculate the time from which liquidated damages will be assessed.

Applicable liquidated damages are the amounts established in FDOT Specification 8-10.2 Amount of Liquidated Damages

21. Lobbying Certification

See Part G for FDOT Form 375-030-33 and FDOT Form 375-030-34.

22. Local Hiring preference

Not applicable with Federal Funding.

23. Method of Bidding

Project will be awarded to the lowest responsive and responsible bidder meeting

qualifications and specifications. See Supplementary Conditions #4 on page SC-2.

24. Non-collusion Provision

See Part G for FDOT Form 575-060-13.

25. Off-site Storage and Staging Areas

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address;https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/ proj:rrammanagement/implemented/urlinspecs/files/endangeredwildlife guidelines. pdf?sf vr sn=e27baf3f 2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities. Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job
progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge,

or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

26. On the Job Training

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:
   a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.
   b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5
Over $12,000,000 to $18,000,000	7
Over $18,000,000 to $24,000,000	9
Over $24,000,000 to $31,000,000	12

Over $31,000,000 to $37,000,000	13
Over $37,000,000 to $43,000,000	14
Over $43,000,000 to $49,000,000	15
Over $49,000,000 to $55,000,000	16
Over $55,000,000 to $62,000,000	17
Over $62,000,000 to $68,000,000	18
Over $68,000,000 to $74,000,000	19
Over $74,000,000 to $81,000,000	20
Over $81,000,000 to $87,000,000	21
Over $87,000,000 to $93,000,000	22
Over $93,000,000 to $99,000,000	23
Over $99,000,000 to $105,000,000	24
Over $105,000,000 to $112,000,000	25
Over $112,000,000 to $118,000,000	26
Over $118,000,000 to $124,000,000	27
Over $124,000,000 to $130,000,000	28
Over $130,000,000 to*	
'One additional trainee per $6,000,000 of estimated Construction Contract amount over $130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the
Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

2. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
3. When there is a change in previously approved classifications;
4. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form

2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the

U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the

effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.
The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.
Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.
The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

27. Owner Force Account/Cost Effective Justification

Owner Force Account contracting is not allowed without first submitting a finding of cost-effectiveness. This must be approved by the District LAP Administrator.

28. Patented/Proprietary Materials

In accordance with 23 CFR 635.411 Florida Departments of Transportation shall have the autonomy to determine culvert and storm sewer material types to be included in the construction of a project on a Federal-aid highway. See Part G page 61 for FDOT Form 630-020-07.

29. Prequalification

A contractor desiring to bid for the performance of any construction contract located on the National Highway System (NHS) of State Highway System (SHS) in excess of $250,000 must be certified by the Department of Transportation as qualified in accordance with Section 337.14(1), Florida Statutes and Rule 14-22, Florida Administrative Code. Any bid for the performance of any construction contract in excess of $250.000 submitted by a contractor not certified by the Department of Transportation as qualified shall be declared "IRREGULAR" and will be REJECTED. This project is not located on the NHS or SHS.

30. Prevailing Minimum Wage

See Wage Table attached as Attachment A.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

Wage Rate Decision Number	Associated Work
FL185	All highway work under this contract.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

31. Progress Payments/Estimates

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

9-5.2 Unsatisfactory Payment Record: In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. Comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;

2. Comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. Comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. Comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.4 Release of Retainage After Acceptance: When the Contractor has furnished the Department with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21 A release) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Department may reduce the retainage to $1,000 plus any amount that the Department elects to deduct for defective work as provided in 9 5.3.

The Department may deduct from payment estimates any sums that the Contractor owes to the Department on any account. Where more than one project or job (separate job number) is included in the Contract, the Department will distribute the reduced retainage as provided in the first paragraph of this Subarticle to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than $5,000 for any one month will not be processed.

2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9 5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9
5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Florida Department of Transportation."

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors

and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

32. Prohibition Against Convict Produced Materials

6-5.1 Source of Supply-Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C.
114. The Department will limit the use of materials produced by convict labor for use in Federal- aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,

2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12 month period shall not exceed the amount produced in such facility for use in such construction during the 12 month period ending July 1, 1987.

33. Public Agencies in Competition with the Private sector

In accordance with 23 CFR 635.112(e) except in the case of a concession agreement, as defined in section 710.703, no public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

34. Publicly-owned Equipment

The Contractor shall furnish all materials, equipment, supplies and labor necessary to perform the tasks of the project. The Contractor is not permitted to utilize County Owned Equipment in accordance with 23 CFR 635.106.

35. Standardized Changed Conditions Contract Clauses

The Contract Documents may be amended and revisions to the Work shall be made by a Change Order or an Allowance Authorization. In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification. See FDOT Division 1 specification package Section 4-3 and 5-12.

36. State-produced Materials (Florida or other)

The County certifies that preference is not given to contractors who purchase materials from any specifically designated state.

37. State/Local Owned/Furnished/Designated Materials

All materials required for this Project shall be supplied by the Contractor. Projects located on the National Highway System shall require FHWA approval for direct purchase of materials by the Owner.

38. Subcontracting

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 30% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

39. Suspensions and Debarment

All Contractors and Subcontractors shall complete FDOT Form 375-030-32 which can be found in Part G.

40. Termination of Contract

Upon the occurrence of any one or more of the following events:

If the **Contractor** fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable material or equipment; or failure to adhere to the progress schedule established;

If the **Contractor** disregards laws or regulations of any Regulations of any public agency having jurisdiction;

If the **Contractor** disregards the authority of the **Professional** or the **Project Manager;** or

If the **Contractor** otherwise violates in any substantial way any provisions of the Contract Documents.

The **County** may, after giving the **Contractor** and surety seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the **Contractor;** exclude the **Contractor** from the site; take possession of the Work and of all the **Contractor's** tools, appliances, construction equipment and machinery at the site; use the same to the full extent they could be used by the **Contractor** (without liability to the **Contractor** for trespass or conversion); incorporate in the Work all material and equipment stored at the site or for which the **County** has paid the **Contractor** but which are stored elsewhere; and finish the Work as the **County** may deem expedient. In such case, the **Contractor** shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed and the value of material and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect

costs of completing the work exceed the unpaid balance of the contract price, the **Contractor** shall pay the difference to the **County.** Such costs incurred by the **County** shall be verified by the **Professional** and incorporated in a Change Order; but in finishing the work the **Contractor** shall not be required to obtain the lowest figure for the work performed. The **Contractor's** obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

In the event the **County** terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

- **Termination for Convenience**

- Upon seven (7) working days' written notice to the **Contractor** and the **Professional,** the **County** may, without cause and without prejudice to any other right or remedy of the **County,** elect to terminate the Contract. In such case, the **Contractor** shall be paid (without duplication of any items):

  For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

  - For expenses sustained prior to the effective date of termination in performing services and furnishing labor, material or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

    For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and

  - For reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

41. Time Extensions

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8 6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time

extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather. The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of

anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

42. Warranty Clauses

The **Contractor** warrants and guarantees to the County that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Project Manager.** All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

If, after approval of final payment and prior to the expiration of one year after the date of final completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County,** remove it from the site and replace it with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defect moved or replaced.

All direct and indirect costs of such action will be paid by the **Contractor.**

FDOT Supplemental Terms and Conditions Attachment

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a projects on a Federal-aid highway, the provisions of this subpart 111 apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act U.S.C. 3141(2)(8)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage _determination may contain, pursuant to§ 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconfoanance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, o federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and* access (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker* access *requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to§ 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHO within the time WHO requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHO. WHO will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHO will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project. the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journey workers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journey workers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or§ 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or§ 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Tille 18 Crimes and Criminal Procedure, 18 US C. 1001

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or J;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or J;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or J; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or J.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more - as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification - First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any lime the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that ii and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7

ATTACHMENT A- EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph **(4)** below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the dale on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"General Decision Number: FL20250267 01/03/2025

Superseded General Decision Number: FL20240267

State: Florida

Construction Type: Highway

County: Polk County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

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	Rates	Fringes
CARPENTER	$ 22.58	0.00

CEMENT MASON/CONCRETE FINISHER	$ 20.50	0.00
ELECTRICIAN	$ 24.08	3.40
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 16.18 **	0.00
LABORER: Common or General	$ 16.89 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 21.43	3.75
LABORER: Pipelayer	$ 19.93	0.00
LABORER: Grade Checker	$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.64	2.89
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 26.54	11.00
OPERATOR: Boom	$ 33.61	11.50
OPERATOR: Broom/Sweeper	$ 17.00 **	0.72
OPERATOR: Bulldozer	$ 21.25	1.57
OPERATOR: Crane	$ 31.54	0.00
OPERATOR: Grader/Blade	$ 19.25	0.00
OPERATOR: Loader	$ 20.55	0.00
OPERATOR: Mechanic	$ 29.69	0.00
OPERATOR: Milling Machine	$ 20.86	1.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 22.09	0.00
OPERATOR: Piledriver	$ 25.18	0.00
OPERATOR: Roller	$ 20.11	0.00
OPERATOR: Scraper	$ 15.54 **	0.00
OPERATOR: Screed	$ 22.69	1.32
OPERATOR: Tractor	$ 16.00 **	0.68
PAINTER	$ 21.02	0.00
TRAFFIC CONTROL PERSON	$ 17.91	0.00
TRUCK DRIVER: Dump Truck	$ 16.68 **	0.00
TRUCK DRIVER: Flatbed Truck	$ 19.46	0.00
TRUCK DRIVER: Lowboy Truck	$ 21.42	0.00
TRUCK DRIVER: Off the Road Truck	$ 16.55 **	0.00
TRUCK DRIVER: Water Truck	$ 18.27	0.00
TRUCK DRIVER: Distributor		

Truck.....$ 23.42 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates

in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION"

Part C - BID SUBMITTAL
(Not to Exceed)

NAME OF PROJECT: City of Lake Wales Orange and Crystal Avenue Project (LAP) Bid 25-677

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The Bidder further declares that he/she has examined the site of the Work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE PAGES THAT ARE PART OF THIS SECTION MUST BE
PROVIDED FOR THIS BID SUBMITTAL TO BE
CONSIDERED BY THE COUNTY

1. **BIDPRICE** $_____
(Note: This total represents the sum. of the unit prices on page **BSU-2 through BSU-3.)**

WRITTEN AMOUNT (SPELL OUT)

_____ DOLLARS

_____ CENTS

2. **CONTRACT TIME TO COMPLETE THIS PROJECT** 180 CALENDAR DAYS TO FINAL COMPLETION

3. **NAME OF BIDDER:** _____
(typed or printed: firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

_____ _____

State Certification Number Individual's Name (Print or Type)

_____ _____

Polk County Registration Number Individual's Name (Print or Type)

_____

Polk County Local Business Tax Receipt

ADDENDUM CONFIRMATION

Bidder shall acknowledge below that they obtained any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No._____ Date_____

Addendum No._____ Date_____

Addendum No._____ Date_____

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date _____
(Bid Receiving Date)

BIDDER: _____

BY: _____
(Authorized Signature - in ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____
Address City State Zip Code

_____
Telephone Number

_____
Email Address

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____County OF _____

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

_____(Official Notary Signature and Notary Seal)

_____(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

_____(Official Notary Signature and Notary Seal)

_____(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____County OF _____

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

_____(Official Notary Signature and Notary Seal)

_____(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PART D - EXHIBITS

EXHIBIT I

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____.hereinafter called the Principal) and_____ (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of_____ _,and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissions, Polk County, Florida, in the full and just sum of_____ dollars ($_____, good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of _____

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this ___ day of_____20_.

ATTEST:

PRINCIPAL: _____

_____
Witness

BY: _____ (SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY: _____
Printed Name

_____
Witness

BY: _____ (SEAL)
Attorney in Fact

_____
Witness

_____
Printed Name

_____
Business Address

_____

NOTES:
1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

EXHIBIT II-A

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____ as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of _____ Dollars ($____, in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in: (i) that certain purchase order dated ---------- (date of award) (the "Purchase Order") between Principal and Obligee for performance of Bid No. 25-677 (the "Bid") (the Bid and the Purchase Order are both fully incorporated herein and made a part of this Performance Bond by reference and are referred to hereinafter collectively as the "Bid Documents"; and (2) the Bid, at the times and in the manner prescribed in the Bid Documents, and;

2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Bid Documents; and

3. Performs the guarantee of all work and materials furnished under the Bid Documents for the time specified therein; and

4. Satisfies all claims and demands incurred under the Bid Documents, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Bid Documents during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.
The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies

against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Bid Documents entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Bid Documents granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Bid Documents as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Bid Documents and compliance or non-compliance with any formalities connected with the Bid Documents or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

The undersigned expressly acknowledge their obligations and liability for payment of liquidated damages suffered by the Obligee under the provisions of the Bid Documents

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this ___ day of _____ 20___

ATTEST:

PRINCIPAL: _____

_____
Witness

BY: _____ (SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY: _____ ___
Printed Name

Witness

Attorney in Fact

(SEAL)

_____
Witness

Printed Name

_____
Business Address

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT II-B

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of _____ Dollars ($_____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with: (i) that certain purchase order dated November 8, 2017 (date of award) (the "Purchase Order") between Principal and Obligee for performance of Bid No. 25-677 (the "Bid") (the Bid and the Purchase Order are both fully incorporated herein and made a part of this Payment Bond by reference and are referred to hereinafter collectively as the "Bid Documents"; and (2) the Bid;

then the Surety shall have no obligation under this Payment Bond.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Bid Documents entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Bid Documents granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Bid Documents as a result of any

proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or Principal or its estate as a result of any proceeding.

Any changes in or under the Bid Documents and compliance or non-compliance with any formalities connected with the Bid Documents or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 2017.

ATTEST:

PRINCIPAL:_____

_____
Witness

BY:_____(SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY:_____
Printed Name

Witness

Attorney in Fact

_____
Witness

_____(SEAL)
Printed Name

_____
Business Address

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

EXHIBIT III
PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid #25-677, and the inclusion by___ ___ (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this_ _____day of_____, 20_, by _____

_____ (Name of Surety)

_____

Authorized signature of Surety

EXHIBIT IV

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of_____)
SS
County of_____)

_____ ,being first duly sworn, deposes and says that:

1. They are_____of_____, the Bidder that has submitted the attached Bid;

2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this_____day of_____, 20____

_____

_____
(Title)

My Commission expires _____

EXHIBITV

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the County.

THIS FORM MUST BE SIGNED BY AN AUTHORIZED SIGNATORY OF THE COMPANY.

State of_____,
SS
County of_____

---------- being first duly sworn, deposes and says that:

1. They are_____of_____ _.hereafter referred to as the Subcontractor;

2. They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to_____the Contractor for certain work in connection with Bid:

3. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed ----------

Title_____ __

Subscribed and sworn to before me this____ day of._____ 20_____ __

_____

_____
(Title)

My Commission expires_____ _

EXHIBIT VI

AFFIDAVIT OF PERCENTAGE OF WORK BID # 25-677

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Special Conditions, Section 2 of the contract documents for Bid# 25-677.
- Understands that at the pre-award meeting they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work.
- Acknowledge that no changes to sub-contractors used will be allowed after submittal at the pre- award meeting unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be **non-responsive.**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this_____day of.____ _____ 20 ____

Name of Firm _____

By__ _____

Title of Person Signing

Subscribed and sworn to before me this_____day of_____ _____ 20_____

_____

(Title)

My Commission expires _____

Exhibit VI-A, Subcontract List

		Classification															
Work Activity	Firm performing work	Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%	Asian Indian American	%	Total	% of Total
Maintenance of traffic	Traffic Control Products																
Signing	Traffic Control Products																
Pavement markings	Traffic Control Products																
Asphalt	Self Perform																
Clearing & Grubbing	Self Perform																
Misc 1	Bob's Company																
Misc 2	Sam's Company																
!Totals		I$		I$		$		I$		$		$		I$		I$	1 0.00%1

EXHIBIT VI-B
GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 19.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to http://vendordirectory.polk-county.net/default.aspx?id=O , Procurement & Bids, WMBE Online Directory for additional names. Please list the company's names and the result of your contact for each subcontractor solicited for the following areas of work. Suppliers can be listed in the blank spaces at the bottom of the page. Contacting (5) five firms, if available, shall satisfy the Good Faith Effort requirement. This will be required of the apparent low bidder at the pre-award meeting with Exhibit VI-A, Subcontractor Listing.

	Division of Work	Results of Good Faith Effort
1.		
2.		
3.		
4.		
5.		

EXHIBIT VII
TRENCH SAFETY ACT COMPLIANCE
TRENCH EXCAVATION SAFETY SYSTEM AND
SHORING, SPECIAL (TRENCH EXCAVATION)

Trench Excavation Safety System and Shoring. Special (Trench Excavation)

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) effective October 1, 1990.

2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (OLES).

3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.

4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.

5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.

6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.

7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October l, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. _____	_____	_____	$___	$
B. _____	_____	_____	$___	$
C. _____	_____	_____	$___	$
D. _____	_____	_____	$___	$
			Total	$

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT VIII

EQUAL EMPLOYMENT OPPORTUNITY

Polk County is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: ----------

Address: ----------

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:

YES__ NO

2. Compliance Reports were required to be filed in connection with such Contract or subcontract:

YES__ NO

3. Bidder has filed all compliance reports due under applicable instructions:

YES__ NO

4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification - The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law - U.S. Code, Title 18, Section 1001.)

_____

Printed Name

_____

Title

_____

Signature

_____

Date

EXHIBIT IX

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that _____ does: (Name of Business)

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's 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 subsection (a).

4. In the statement specified in subsection (1), 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 1892 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 this section.

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

_____
Bidders Signature

_____
Date

EXHIBITX

SAFETY REQUIREMENTS/REGULATIONS

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this ____ day of _____, 20 __

Name of Firm _____

By _____ __

_____

Title of Person Signing

SWORN TO AND SUBSCRIBED BEFORE ME

This ___ day of _____ 20 ___ _

Notary Public:_____ __

My Commission Expires:_____ __

EXHIBIT XI

Application of Payment

Not to Exceed **SCHEDULE OF VALUES**

A	B	C	D	E	G	H	I	J	K
			WORK COMPLETED						
Item No. Include MBE Extension)	Description	Scheduled Value	Previously Completed	Quantity Complete this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
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						$ -	#DIV/0!	$ -	$ -
Page Total		$ -	$ -	$ -	$ -	$ -		$ -	$ -
						I$	#DIV/0!	$	$

A	B	C	D	E	G	H	I	J	K
			WORK COMPLETED						
Item No. Include MBE Extension)	Description	Scheduled Value	Previously Completed	Quantity Complete this period	Materials presently stored	Total Stored and Completed to date	% Complete	Balance to Finish	Total Retainage to date
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
						$ -	#DIV/0!	$ -	$ -
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						$ -	#DIV/0!	$ -	$ -
Allowance						$ -	#DIV/0!	$ -	$ -
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Totals		$ -	$ -	$ -	$ -	$ -		$ -	$ -

EXHIBIT XII
CONTRACTOR CERTIFICATION OF
DISBURSEMENT OF PREVIOUS PROGRESS PAYMENT TO SUBCONTRACTORS

DATE _____

PROJECT: Bid 25-677. City of Lake Wales Orange and Crystal Avenue Project (LAP) PROGRESS PAYMENTNUMBER: _____
CONTRACTNO. _____

_____ Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by the County for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:
The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

Subcontractor or Supplier Name	**Subcontractor or Supplier Name**
Street Address	**Street Address**
City, State and Zip	**City, State and Zip**

State of Florida
County of _____
Sworn to and subscribed before me this _____ day of by

(Print name of authorized person signing Certification)

(Notary Public) **Commission Expires**

Personally known_____OR Produced Identification_____

Type of Identification Produced _____

A false statement or omission made **in** connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

_____
Contractor

_____
By

_____
Title

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not vet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

TNOS/2010

EXIDBIT XIII
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: City of Lake Wales Orange and Crystal Avenue Project (LAP)

County's Project No.:

Contract Date:

Contract No:

Completion Date:

Notice to Proceed Date:

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on. .This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents.

Once all punch list items are complete, a list of closeout documents to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within___ calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: _____
(Typed Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Typed Name & Title)

By: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV
CERTIFICATE OF FINAL COMPLETION

Project: City of Lake Wales Orange and Crystal Avenue Project (LAP)

County's Project No.: _____

Contract No.---------- Contract Date: _____

Notice to Proceed Date_____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on_____.This Certificate of Final Completion applies to all Work under the Contract Documents. The warranty period shall begin on the date established herein.

All closeout documents have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: _____
(Typed Company Name)

By:----------
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: (Typed Name & Title)

By:----------
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division Director)

By:----------
(Authorized Signature)

Date: _____

EXHIBIT XV
MATERIALS AND EQUIPMENT STORED ON SITE

Project City of Lake Wales Orange and Crystal Avenue Project (LAP)

Contractor's Estimate No. _____

Period ---------- Page____of

Preparer (signature & typed name) _____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBIT XVI
ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT: City of Lake Wales Orange and Crystal Avenue Project (LAP)

AARNUMBER:
CONTRACT NO.:
CONTRACTOR:

POLK COUNTY
BOARD OF COUNTY COMMISSIONERS
BARTOW, FLORIDA 33830

ARCHITECT/ENGINEER:

DESCRIPTION OF ALLOWANCE WORK:

Reason for change:

***Not valid until signed by the County, Architect/Engineer and Contractor.**

Amount of Allowance Authorization included in this Contract is ..... $
Amount of Allowance Authorization used to date ..... $
Amount of Allowance Authorization used this AAR ..... $
Balance of remaining AAR ..... $

Original Contract Time ..... _____ days
Amount of the Allowance Authorization time included in this Contract is ..... days
Amount of Allowance Authorization time used to date ..... days
Amount of Allowance Authorization time used this AAR ..... days
Balance of remaining Allowance Authorization Time is ..... days
Date of substantial completion therefore is ..... days

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONTRACTOR: _____

Date: _____

COUNTY: _____
Department Director

Date: _____

ARCHITECT/ENGINEER: _____

Date: _____

AAR over $50,000.00 **BOARD OF COUNTY COMMISSIONERS:** _____
CHAIRMAN

Date: _____

EXHIBIT XVII
CHANGE ORDER

PROJECT: City of Lake Wales Orange and Crystal Avenue Project (LAP)

CHANGE ORDER NUMBER:
CONTRACT NO.:

CONTRACTOR:

BID NO.: 25-677

POLK COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ARCHITECT/ENGINEER:
DESCRIPTION OF CHANGE ORDER:

Contract is changed as follows: Signature
ARCHITECT/ENGINEER:

Na1evalid until signed by the County and
Contractor.

Original Contract Sum	$
Net change by previously authorized Change Orders	$
Contract Sum prior to this Change Order	$
Contract Sum will be **increased/ decreased** by this Change Order in the amount of	$
New Contract Sum including this Change Order will be	$

Contract Time will be increased by_____days.
Date of substantial Completion as of the date of this Change Order therefore is

The above changes are accepted by:

CONTRACTOR: **Date:**

YOU ARE HEREBY AUTHORIZED TO MAKE THE CHANGES NOTED ABOVE:

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

Division Director Date

(Change order increases require Board approval)

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

County Manager or designee Date

CHAIRMAN **Date**

04/04/2016

EXHIBIT XVIII
CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects $250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid# 25-677

Contractor

Signature

Printed Name of Signer

Date

EXHIBIT XIX
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 25-677
PROJECT NAME: City of Lake Wales Orange and Crystal Avenue Project (LAP)

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

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

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

Company Name: _____

_____
Signature Title Date

STATE OF:_____

COUNTY OF:_____

The foregoing instrument was signed and acknowledged before me this _____day of

_____, 20___, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

EXHIBIT XX
STATEMENT OF NO BID

If submitting a "NO BID", Bidder shall return this form to the Polk County Board of County Commissioners Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: 25-677 for the following reasons:

____ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).

____ Insufficient time to respond to invitation for bid.

____ We do not offer this product or service.

____ Our schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet bond or insurance requirements.

____ Specifications unclear (please explain below).

____ Other (please specify below).

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

_____
Typed Name and Title

_____
Signature

_____
Company

_____
Address

_____
Telephone Number

_____
Date

Jay M. Jarvis, P.E.
Director

3000 Sheffield Road
Winter Haven, FL 33880

POLK COUNTY

Board of County Commissioners

PHONE: 863-535-2200
FAX: 863-534-7339
www.polk-county.net

ROADS & DRAINAGE DIVISION

Exhibit XXI Lane Closure Request Form

DATE OF REQUEST: _____ PROJECT OWNER: _____
AGENCY/COMPANY/UTILITY

PROJECT NAME: _____

PROJECT LOCATION: _____ _____
Roadway Name City/Town

SCOPE OF WORK: _____

REASON FOR CLOSURE: _____

CLOSURE START DATE: _____ START TIME: _____ END TIME: _____
MONTH/DAY/YEAR HR:MIN AM/PM HR:MIN AM/PM

CLOSURE DURATION: _____ DAYS PROJECT DURATION: _____ DAYS

OFFICE CONTACT: _____ _____ _____
Name Office Phone Agency or Company

JOBSITE CONTACT: _____ _____ _____
Name Mobile Phone Agency or Company

PROJECT TYPE: ___ **LAND DEVELOPMENT DIVISION** ___ **ROADS & DRAINAGE DIVISION** ___ **OTHER**
(CHECK ONE)

PERMIT # _____ ROW-USE PERMIT # _____

NOTES:

1. **Reason(s) for lane closure must be specific and justifiable.**
2. Request for closure **form must be submitted** to TE_RoadClosureCoordinator@polk-county.net at least **seven (7) working days prior to closure start date.**
3. **Submit form with an aerial location map** depicting work zone location with northing arrow and major roads labeled.
4. **Submit form with a traffic control plan.** Check applicable plan:
   ___FDOT Standard Index ___Certified TCP/MOT Plan ___Engineered Plan Sheet(s) ___OTHER
5. **Location map and traffic control plan must be computer-generated** and cannot be hand-sketched.
6. Requests for extension must be submitted with the originally approved request form.
7. Polk County will notify first-responder agencies and other appropriate organizations.
8. Polk County Reserves the right to modify the approved time frames listed if substantial traffic concerns arise.

Reviewed by:

_____

Douglas Gable, P.E. Date
Engineering Manager- Interim

_____

Amy J. Gregory, P.E. Date
Traffic Manager

Approved by:

_____

Jay M. Jarvis, P.E. Date
Division Director

Jay M. Jarvis, P.E.
Director

3000 Sheffield Road
Winter Haven, FL 33880

POLK COUNTY

Board of County Commissioners

PHONE: 863-535-2200
FAX: 863-534-7339
www.polk-county.net

ROADS & DRAINAGE DIVISION

Exhibit XXII Road Closure Request Form

DATE OF REQUEST: _____ PROJECT OWNER: _____
AGENCY/COMPANY/UTILITY

PROJECT NAME: _____

PROJECT LOCATION: _____ _____
Roadway Name City/Town

SCOPE OF WORK: _____

REASON FOR CLOSURE: _____

_____

_____

CLOSURE START DATE: _____ START TIME: _____ END TIME: _____
MONTH/DAY/YEAR HR:MIN AM/PM HR:MIN AM/PM

CLOSURE DURATION: _____DAYS PROJECT DURATION:_____DAYS

ROAD CLASSIFICATION: ☐ COLLECTOR ROAD ☐ LOCAL RESIDENTIAL

OFFICE CONTACT: _____
Name Office Phone Agency or Company

JOBSITE CONTACT: _____ _____
Name Mobile Phone Agency or Company

PROJECT TYPE: ☐ LAND DEVELOPMENT DIVISION ☐ ROADS & DRAINAGE DIVISION ☐ OTHER
(CHECK ONE)

PERMIT #_____ ROW-USE PERMIT #_____

NOTES:

1. In accordance with **County Ordinance 2025-020**, road closure approvals must be **specific and justifiable** and are only granted upon the following conditions: (a) all other possible alternatives have been explored and found to be impossible or impractical; (b) the road closure enhances public safety; (c) the road closure is necessary to mitigate hazardous working conditions; and (d) the road closure is not merely for the convenience of the applicant, contractor, or requesting party.
2. **Road closure requests exceeding five (5) days for roads that are classified as "collector roads," requests exceeding thirty (30) days for roads that are classified as "local residential," and all requests for extensions require Board approval.**
3. **Road closures exceeding fourteen (14) days require a "Road Closure Agreement" to be executed and returned at least three (3) days prior to scheduled closure start date. Call 863-535-2200 for details.**
4. Request for closure **form must be submitted** to TE_RoadClosureCoordinator@polk-county.net at least **ten (10) working days prior to closure start date for requests that do not exceed five (5) days and at least forty-five (45) working days prior to closure date for requests that exceed five (5) days.**
5. Submit form with an aerial location map depicting work zone location with northing arrow and major roads labeled.
6. Submit form with a traffic control plan to include:
   ☐ Detour Route ☐ Location of Signs & Devices ☐ Required Message Boards w/Text of Message

7. Location map and traffic control plan must be computer-generated and cannot be hand-sketched.
8. Requests for extension must be submitted with the originally approved request form.
9. Polk County will notify first-responder agencies and other appropriate organizations.
10. If approved, the applicant must display signage announcing the road closure for at least five (5) days prior to the date of the road closure in a conspicuous location in both directions of travel.
11. See County Ordinance 2025-20 for compliance, enforcement, and penalties.

Reviewed by:

Approved by:

Douglas Gable, P.E. Engineering Manager- Interim	Date	Jay M. Jarvis, P.E. Division Director	Date
Amy J. Gregory, P.E. Traffic Manager	Date	John Bohde Deputy County Manager	Date

EXHIBIT XXIII
WORK PLAN
CONTROLLING ITEM OF WORK

POLK COUNTY PROJECT NO. _____ CONTRACT NO. _____

In accordance with the accepted work schedule, the controlling items of work for the period (weekly/ bi-weekly) from

_____ to _____ are as follows:

Description	Location/Limits

Prime Contractor or Subcontractors will work: 5 day work week 6 day work week
7 day work week ----Other

Contractor's comments:

Submitted by: ----------
Contractor's Representative (signature) Date

Project Engineer's comments:

Approved by: ----------
Project Engineer (signature) Date

Distribution: Original - Project File
1 Copy - Contractor (as requested)

PARTE

CONTRACT

This Contract is entered into as of the Effective Date (defined as the date approved by the Board and executed by the Chairman) between Polk County, a political subdivision of the State of Florida, hereinafter known as the "County", and _____ their successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at their own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 25-677, City of Lake Wales Orange and Crystal Avenue Project (LAP).

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of$_____ plus the Allowance Work amount of$_____ the total sum being$_____. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are hereby attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 130 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The County and the Contractor agree the Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 180 days. The allowance time for this project is 27 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment due until such time retainage is reduced in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contractor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACYM. BUTTERFIELD, CLERK

BY: _____
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY: _____
T.R. Wilson, CHAIRMAN BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

_____
County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

SEAL

CONTRACTOR: _____

BY: _____
Authorized Corporate Officer or Individual

_____
(Printed or Typed Name of Signer)

_____
(Printed or Typed Title of Signer)

_____
(Business Address of Contractor)

_____
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

_____(Official Notary Signature and Notary Seal)

_____(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

_____(Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____County OF _____

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

_____(Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

PARTF

Bid 25-677

City of Lake Wales Orange and Crystal Avenue Project (LAP)

CONSTRUCTION PLANS, TECHNICAL REPORTS & SPECIFICATION PACKAGE

Technical Specifications for Polk County, prepared by Chastain Skillman, Inc. dated.

May 2, 2024

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DBE BID PACKAGE INFORMATION

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.54% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "__" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: ---------- Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES☐ NO
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: Quarter: Date of last report: (mm/dd/yyyy)
4. Name and Address of Reporting Entity: 0 Prime 0 Subawardee Tier *if known:* Congressional District, *if known:* 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*
6. Federal Department/Agency:		**7. Federal Program Name/Description:** CFDA Number, *if applicable:*
8. Federal Action Number, *if known:*		**9. Award Amount,** *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*		**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: Print Name: Title: Telephone No.: Date (mm/dd/yyyy):

Standard Form LLL (Rev. 7-97)
Authorized for Local Reproduction

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid 0MB Control Number. The valid 0MB control number for this information collection is 0MB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Vendor Eligibility Check Prior to Contract Award

Project Description(s):___

Financial Project Number(s):___

In accordance with State law:

Section 287.133(2)(b), Florida Statutes, provides that public entities may not contract with firms that have been excluded from participating in the public contracting process.

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided ins. 287.017. F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Convicted Vendor List/ Suspended Vendor List/ Discriminatory Vendor List/ Federal Excluded Parties List/ Vendor Complaint Lists are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

Printed Name

Signature

Date: .....

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number
VF

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _ day of _____, 20__

By: _____
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT(OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of interest/Confidentiality Certification.

Technical Review Committee Members:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Technical Review Committee Members:
(Continued)

Printed Names	Signatures	Date

DOT Technical Advisors:

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

State of Florida public officers or employees of an agency are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Public officers or employees of an agency should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.
(continued on next page)

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES
Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

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I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Letting Date:

Contract Number(s):

Technical Review/Awards Committee Members:

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE
LOW BID PROJECTS
Additional Page

Contract Number(s): _

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Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

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I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification_

Printed Names	Signatures	Date

FPN: _____	FPN: _____	FPN: _____
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN): _____
Federal Award Date:	Federal Award Date:	Federal Award Date: _____
Fund:	Fund:	Fund: _____
Org Code:	Org Code:	Org Code: _____ __
FLAIR Approp:	FLAIR Approp:	FLAIR Approp: _____
FLAIR Obj:	FLAIR Obj:	FLAIR Obj: _____

County No:_____ Contract No: _____
Recipient Vendor No: _____ Recipient DUNS No: _____
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____ _, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and ___ ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in ___ , as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before ___ . If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ ___ . This amount is based upon the Schedule of Financial Assistance in **Exhibit "B",** attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of$ ___ and as more fully described in **Exhibit "B".** This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.1. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A".**

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A".** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

D If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H",** Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the

Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1),*** **F.S.,** will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at {850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

i. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R, and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately

supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart **F** - Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart **F** - Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart **F** -Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F -Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources *(i.e.,* the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F - Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F -Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program:
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement

constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

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

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

'To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed

to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

D shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D".** This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state 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.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A", "B", "C", "D", "E"** and **"F"** are attached to and incorporated into this Agreement.

b. D If this Project includes Phase 58 (construction) activities, then **Exhibit "G",** FHWA FORM 1273, is attached and incorporated into this Agreement.

c. D Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H",** Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. D State funds are used on this Project. If state funds are used on this Project, then **Exhibit** "I", State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J",** State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. D This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K",** Advance Project Reimbursement is attached and incorporated into this Agreement.

f. D This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. D This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M",** Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. D This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N",** Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. DA portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O",** Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. D The following Exhibit(s) are attached and incorporated into this Agreement: ___

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit **N:** Traffic Signal Maintenance
* Exhibit 0: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

* **Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT

By: _____
Name.
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Legal Review:

_____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: _____

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

(the Recipient)

PROJECT LOCATION:

_ The project is on the National Highway System.

_ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION:

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by
b) Design to be completed by
c) Right-of-Way requirements identified and provided to the Department by
d) Right-of-Way to be certified by
e) Construction contract to be let by
f) Construction to be completed by

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: /Insert Program Name\	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: /Insert Program Name	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
-Y: (Insert Programs Name)	$ _	$ _	$ _	$ _
-Y: (Insert Program Name)	$ _	$ _	$ _	$ _
FY: /Insert Program Name\	$	$	$	$
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)• Phase 68				
i:y: (Insert Program Name)	$ _	$ _	$ _	$ _
-y: (Insert Program Name)	$ _	$ _	$ _	$ _
-y: /Insert Program Name\	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Insert Phase)				
=Y: (Insert Program Name)	$ _	$ _	$ _	$ _
=Y: (InsertProgram Name)	$ _	$ _	$ _	$ _
=Y: (Insert Program Name\	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 0.00	$ 0.00	$ 0.00	$ 0.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) Information and Reports: The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency **(LEP).** To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	$
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	Choose an item.
Indirect Cost Rate:	Choose an item.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 - Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 - Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 - Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration - Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

EXHIBIT "G"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated July 5, 2022 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.2ov/pro2ramadmin/contracts/l273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

EXHIBIT "H"

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called "Project Standards." Specifically, the Recipient agrees to:

   a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

   b) Properly mulch plant beds;

   c) Keep the premises free of weeds;

   d) Mow and/or cut the grass to the proper length;

   e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

   f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

   The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

EXHIBIT "M"
ROADWAY LIGHTING MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

EXHIBIT "N"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.

2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.

3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.

5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the **IMSA.**

6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.

7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.

10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL **NO.:** _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____ hereby declare that I am
(NAME)

_____ of _____
(TITLE) (FIRM)

of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix 8-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION FOR CONSTRUCTION

575-095-05
RIGHT OF WAY
01117

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

_ Right of way was not acquired for this project.

_ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

_ No persons or businesses were required to move or move personal property from the project right of way.

_ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

_ No structures or improvements, including encroachments, required removal from the project right of way.

_ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

_ No structures or improvements requiring asbestos abatement were located on the project right of way.

_ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Certified by: _____

Title: Date:

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION($)

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO_ (Construction): _____ DESCRIPTION: _____
COUNTY: _____ _____
LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

_ Right of way was not acquired for this project.

_ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

_ No persons or businesses were required to move or move personal property from the project right of way.

_ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

_ No structures or improvements, including encroachments, required removal from the project right of way.

_ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

_ No structures or improvements requiring asbestos abatement were located on the project right of way.

_ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

CERTIFICATION FOR CONSTRUCTION WITH EXCEPTION(S)

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by: _____

Title: Date:

Director's Comments:

The above exceptions are approved:

_____

Director, Office of Right of Way Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION

575.095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ **MANAGING** DISTRICT _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____ _____
LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

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_ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

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_ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

_ No structures or improvements, including encroachments, required removal from the project right of way.

_ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

_ No structures or improvements requiring asbestos abatement were located on the project right of way.

_ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____ __
Title: Date:

Certified by FDOT _____
Title: Date:

LAP CERTIFICATION WITH EXCEPTION(S)

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____ _____
LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

_ Right of way was not acquired for this project.

_ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

_ No persons or businesses were required to move or move personal property from the project right of way.

_ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

_ No structures or improvements, including encroachments, required removal from the project right of way.

_ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

_ No structures or improvements requiring asbestos abatement were located on the project right of way.

_ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____
Title: Date:

Exception(s) to the above statements and time frame(s) for the exception(s) to be cleared or removed are described as follows:

Certified by FDOT: _____

Title: Date:

Director's Comments:

The above exceptions are approved:

_____

Director, Office of Right of Way Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

INITIAL DESIGN BUILD CERTIFICATION

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____

CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: _____

F.A.P. NO. (Construction): _____ DESCRIPTION: _____

COUNTY: _____ _____

LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Certified by: _____

Title: Date:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP INITIAL DESIGN BUILD CERTIFICATION

575-095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.: _____ **MANAGING** DISTRICT _____
CONSTRUCTION ITEM/SEGMENT **NO.**: _____ STATE ROAD: _____
F.A.P. NO. (Construction): _____ DESCRIPTION: _____
COUNTY: _____ _____
LETTING DATE: _____ _____

The undersigned hereby certifies as follows:

This is an initial Design Build Certification. Additional right of way is required for this project. All right of way to be acquired for this project shall be acquired in compliance with applicable state and federal law.

Submitted by Local Agency: _____
Title: Date:

Certified by FDOT: _____
Title: Date:

FDOT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PROPRIETARY PRODUCT CERTIFICATION

630-020-07
PROGRAM MANAGEMENT
06/16

To:_____ Date:_____
Design Engineer

Financial Project ID:_____ New Const. _ RRR _
Federal Aid Number:_____
Project Name:_____
State Road Number:_____ Co. *I* Sec. *I* Sub.:_____
Begin Project MP: End Project MP:_____
Full Federal Oversight: No _ Yes _ Note: If Yes, submit to FHWA Director.

A justification and all supporting documents must be attached to this document.
Mark the appropriate certification:

"I, _____ _, _____, *of the* _____,
Print Name of Initiator *Position Title* *Name of Agency*

do hereby certify that in accordance with the requirements of 23 CFR 635.411(a)(2),
Mark appropriately (choose only one option):

_ *that this patented or proprietary item is essential for synchronization with existing highway facilities.*
☐ *that no equally suitable alternative exists for this patented or proprietary item."*

_____ _____
Signature *Date*

For Department Use Only

"I, _____, _____,
Print Name *Position Title*

of the Florida Department of Transportation, do hereby approve this certification request made in accordance with the requirements of 23 CFR 635.411(a)(2),
Mark appropriately (choose only one option):

_ *that this patented or proprietary item is essential for synchronization with existing highway facilities.*
_ *that no equally suitable alternative exists for this patented or proprietary item."*
Identify any conditions and limitations:

_____ _____
Signature *Date*

Revised 01/2015

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

AFFIDAVIT REGARDING LABOR AND SERVICES

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: _____
Address: _____
Phone Number: _____
Authorized Representative's Name: _____
Authorized Representative's Title: _____
Email Address: _____

AFFIDAVIT

I, *insert nongovernmental entity's authorized representative name*, as authorized representative attest that *insert nongovernmental entity's name* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

_____
(Signature of authorized representative) Date

STATE OF FLORIDA
COUNTY OF
Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this day of , (year), by

_____
Notary Public, not required when digital

_____
Commission Expires
Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced

PART E

CONTRACT

This Contract is entered into as of the date last executed, (the "Effective Date), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and American Design Engineering Construction, Inc. its successors, executors, administrators and assigns, hereinafter referred to as the "Contractor".

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid 25-677, City of Lake Wales Orange and Crystal Avenue Project (LAP) .

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of $787,498.95 plus the Allowance Work amount of $39,374 the total sum being $826,872.95. This total contract price shall be reduced by the unused amount of the allowance, if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Substantial Completion within 130 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 130 days. The allowance time for this project is 27 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment due until such time retainage is reduced in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contactor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST: STACY M. BUTTERFIELD, CLERK

BY: _____
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY: _____
CHAIRMAN

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

_____ 1/7/26
County Attorney's Office Date

ATTEST:

_____
Corporate Secretary
President

SEAL

CONTRACTOR: American Design Engineering Construction Inc.

BY: _____
Authorized Corporate Officer or Individual

Steven Espinal
(Printed or Typed Name of Signer)

VP
(Printed or Typed Title of Signer)

2200 N Commerce Pkwy suite 200, Weston, Fl. 33326
(Business Address of Contractor)

954 740 7777
(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

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

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Seminole
The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 18-12-2025 (Date) by Yulnicy Steven Espinal (Name of officer or agent) as VP (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☑ has produced Driver License as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 18th (Date) December 2025 (Official Notary Signature and Notary Seal) Maria Gonzalez
(Name of Notary typed, printed or stamped)
Commission Number HH 704281 Commission Expiration Date July 29, 2029

MARIA GONZALEZ
Notary Public - State of Florida
Commission # HH 704281
My Comm. Expires Jul 29, 2029

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2025

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

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

PRODUCER

Alberto Insurance
3700 W HILLSBORO BLVD

DEERFIELD BEACH FL 33442

CONTACT NAME: Jeniss A
PHONE (A/C, No, Ext): (954) 990-7620 **FAX (A/C, No):** (954) 990-7592
E-MAIL ADDRESS: albertoinsurance@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Infinity Assurance Insurance Company	39497
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

AMERICAN DESIGN ENGINEERING CONSTRUCTION
2200 N Commerce Pkwy, Ste 200

Weston, FL 33326

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
A	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y		509-82008-5928-001	11/09/2025	05/09/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

1 2019 FORD - F750 SUPER DUTY 1FDWW7DE2KDF06234 1000 / N/A / 1000
2 2020 FORD - F350 SUPER DUTY 1FT8W3DT6LEE25298 1000 / 1000 / N/A
3 2021 CHEVROLET - SILVERADO K3500 LT 1GC4YTEY4MF175140 1000 / 1000 / N/A
4 2022 CHEVROLET - SILVERADO K3500 LT 1GC4YTEY4NF260996 1000 / 1000 / N/A
5 2013 TOYOTA - TUNDRA DOUBLE CAB SR5 5TFRY5F1XDX141622 1000 / 1000 / N/A
6 2026 LEXUS - TX 350 BASE 5TDAAAB61TS049606

CERTIFICATE HOLDER

Polk County a Political Subdivision of The State of Florida.
330 W CHURCH STREET, ROOM 150
DRAWER AS05, P.O. BOX 9005 BARTOW, FLORIDA 33830/33831-9005ype text here

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
Jeniss A.

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/19/2025

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc. **PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED American Design Engineering Construction Inc 2200 N Commerce Pkwy Ste 200 Weston FL 33326	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Technology Insurance Company, Inc. 42376 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 4494607 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	TWC4633689	07/07/2025	07/07/2026	☒ PER STATUTE ☐ 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

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

CERTIFICATE HOLDER

Polk County a Political Subdivision of The State of Florida.
330 W CHURCH STREET, ROOM 150
DRAWER AS05, P.O. BOX 9005 BARTOW,
FLORIDA 33830/33831-9005

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

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Evanston Insurance Company

BestLink **AMB #: 003759 NAIC #: 35378 FEIN #: 362950161**

Mailing Address
10275 W. Higgins Road, Suite 750
Rosemont, Illinois 60018
United States

Web: www.markelcorp.com
Phone: 847-572-6000
Fax: 847-572-6389
View Additional Address Information

AM Best Rating Unit: AMB #: 003191 - Markel North America Insurance Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058405 - Markel Group Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 21, 2025
Initial Rating Date:	June 30, 1983

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 21, 2025
Initial Rating Date:	June 29, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Robert Valenta, CPCU

Director: Alan Murray

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of Markel Group Inc. and Its Subsidiaries
November 21, 2025

Rating History

A.M. Best has provided ratings & analysis on this company since 1983.

Financial Strength Rating

Long-Term Issuer Credit Rating

Effective Date	Rating
November 21, 2025	A
November 22, 2024	A
October 27, 2023	A
September 30, 2022	A
September 15, 2021	A

Effective Date	Rating
November 21, 2025	a+
November 22, 2024	a+
October 27, 2023	a+
September 30, 2022	a+
September 15, 2021	a+

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 003191 - Markel North America Insurance Group.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date	Title
Nov 21, 2025	AM Best Affirms Credit Ratings of Markel Group Inc. and Its Subsidiaries
Nov 22, 2024	AM Best Affirms Credit Ratings of Markel Group Inc. and Its Subsidiaries
Oct 27, 2023	AM Best Affirms Credit Ratings of Markel Group Inc. and Its Subsidiaries
Sep 30, 2022	AM Best Affirms Credit Ratings of Markel Corporation and its Subsidiaries
Sep 15, 2021	AM Best Affirms Credit Ratings of Markel Corporation and its Subsidiaries
Sep 11, 2020	AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries; Upgrades Issuer Credit Rating of Markel Bermuda Ltd
Dec 13, 2019	AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries

1 2 3 Page size: 10 27 items in 3 pages

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/19/2025

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

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

PRODUCER	CONTACT NAME: Diane Cunningham	
RSC Insurance Brokerage, Inc. 2900 SW 149th Avenue Miramar FL 33027	PHONE (A/C, No, Ext): (954) 883-2900	FAX (A/C, No): (954) 517-7400
	E-MAIL ADDRESS: dcunningham@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED American Design Engineering Construction, Inc. 2200 N. Commerce Parkway, #200 Weston FL 33326	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2512424461 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		3AA860471	01/28/2025	01/28/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		EZXS3187120	01/28/2025	01/28/2026	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Project No. 25-677
Project Name: City of Lake Wales Orange and Crystal Avenue Project.

CERTIFICATE HOLDER

Polk County a Political Subdivision of The State of Florida.
330 W CHURCH STREET, ROOM 150
DRAWER AS05, P.O. BOX 9005 BARTOW,
FLORIDA 33830/33831-9005

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

RSC Insurance Brokerage Inc.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
POLK COUNTY 330 W CHURCH STREET, ROOM 150 DRAWER AS05, P.O. BOX 9005 BARTOW, FLORIDA 33830/33831-9005	**2200 N. COMMERCE PARKWAY, STE 200, WESTON, FL 33326**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT WITH YOU (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Infinity Assurance Insurance Company

BestLink **AMB #: 002515 NAIC #: 39497 FEIN #: 751227771**

Mailing Address
200 East Randolph Street, Ste. 3300
Chicago, Illinois 60601
United States

Web: www.infinityauto.com
Phone: 205-870-4000
Fax: 205-803-8080
View Additional Address Information

AM Best Rating Unit: AMB #: 000914 - Kemper P&C Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058711 - Kemper Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 15, 2025
Initial Rating Date:	June 30, 1967

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 15, 2025
Initial Rating Date:	April 21, 2005

Financial Size Category View Definition

Financial Size Category:	XIII (USD 1.25 Billion to Less than 1.50 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Cristian Sieira, CFA, CPCU

Director: Alan Murray

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Press Release
AM Best Affirms Credit Ratings of Kemper Corporation, Its Affiliates and Subsidiaries
August 15, 2025

Rating History

A.M. Best has provided ratings & analysis on this company since 1967.

Financial Strength Rating

Long-Term Issuer Credit Rating

Effective Date	Rating
August 15, 2025	A-
September 13, 2024	A-
August 24, 2023	A-
August 11, 2022	A-
February 02, 2022	A
January 28, 2021	A

Effective Date	Rating
August 15, 2025	a-
September 13, 2024	a-
August 24, 2023	a-
August 11, 2022	a-
February 02, 2022	a
January 28, 2021	a

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 000914 - Kemper P&C Group.

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Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

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Press Releases

Date	Title
Aug 15, 2025	AM Best Affirms Credit Ratings of Kemper Corporation, Its Affiliates and Subsidiaries
Sep 13, 2024	AM Best Affirms Credit Ratings of Kemper Corporation, Its Affiliates and Subsidiaries
Aug 24, 2023	AM Best Affirms Credit Ratings of Kemper Corporation, Its Affiliates and Subsidiaries
Aug 11, 2022	AM Best Downgrades Credit Ratings of Kemper Corporation, Its Affiliates and Subsidiaries
Feb 02, 2022	AM Best Revises Outlooks to Negative for Kemper Corporation, Its Affiliates and Subsidiaries
Jan 28, 2021	AM Best Upgrades Credit Ratings of Kemper Corporation, Its Affiliates and Subsidiaries
Jan 23, 2020	AM Best Revises Outlooks to Positive; Affirms Credit Ratings of Kemper Corporation, Its Affiliates and Subsidiaries
Jan 18, 2019	AM Best Removes From Under Review and Affirms Credit Ratings of Kemper Corporation and Most of Its Subsidiaries

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INCORPORATED IN: Illinois

First Founders Assurance Company

(NAIC #12150)

BUSINESS ADDRESS: 6 Mill Ridge Lane, Chester, NJ 07930 - 2486
PHONE: (800) 606-6657
UNDERWRITING LIMITATION b/: $10,015,000
SURETY LICENSES c,f/: AL, AK, AZ, AR, CO, CT, DE, DC, ID, IN, IA, KS, KY, LA, MD, MS, MO, MT, NE, NH, NJ, NM, NY, NC, ND, OH, OK, RI, SC, SD, TN, UT, VT, VA, WV, WI
INCORPORATED IN: New Jersey

First Indemnity of America Insurance Company

(NAIC #38326)

BUSINESS ADDRESS: 2740 State Rte 10, Suite 205, Morris Plains, NJ 07950
PHONE: (973) 402-1200
UNDERWRITING LIMITATION b/: $1,733,000
SURETY LICENSES c,f/: AL, DE, FL, GA, MD, MT, NJ, NY, NC, OK, PA, SC, TN, TX, VA, WV
INCORPORATED IN: New Jersey

First Net Insurance Company

(NAIC #10972)

BUSINESS ADDRESS: 424 WEST O'BRIEN DRIVE, STE 202, HAGATNA, GU 96910
PHONE: (671) 477-8613
UNDERWRITING LIMITATION b/: $1,870,000
SURETY LICENSES c,f/: GU, MP
INCORPORATED IN: Guam

Frankenmuth Insurance Company

(NAIC #13986)

BUSINESS ADDRESS: One Mutual Avenue, Frankenmuth, MI 48787 - 0001
PHONE: (989) 652-6121
UNDERWRITING LIMITATION b/: $83,831,000
SURETY LICENSES c,f/: AL, AZ, AR, CO, CT, DE, DC, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY
INCORPORATED IN: Michigan

Back To Top

Technology Insurance Company, Inc.

BestLink **AMB #: 011234 NAIC #: 42376 FEIN #: 020449082**

Mailing Address
800 Superior Ave. E., 21St Floor
Cleveland, Ohio 44114
United States

Web: www.amtrustfinancial.com
Phone: 212-220-7120
Fax: 212-220-7130
View Additional Address Information

AM Best Rating Unit: AMB #: 018533 - AmTrust Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 044385 - Evergreen Parent, L.P. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 10, 2025
Initial Rating Date:	December 15, 1997

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 10, 2025
Initial Rating Date:	June 20, 2006

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Billiah Moturi

Director: Doniella Pliss

Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

Rating History

A.M. Best has provided ratings & analysis on this company since 1997.

Financial Strength Rating

Long-Term Issuer Credit Rating

Effective Date	Rating
October 10, 2025	A-
September 06, 2024	A-
August 23, 2023	A-
August 31, 2022	A-
August 26, 2021	A-

Effective Date	Rating
October 10, 2025	a-
September 06, 2024	a-
August 23, 2023	a-
August 31, 2022	a-
August 26, 2021	a-

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
067530	Technology Insurance Company, Inc. CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 018533 - AmTrust Group.

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

Press Releases

Date	Title
Aug 13, 2019	AM Best Affirms Credit Ratings of AmTrust Financial Services, Inc. and Most Subsidiaries
Jul 03, 2018	A.M. Best Removes from Under Review, Downgrades Credit Ratings of AmTrust Financial Svcs. and Most Subs.; Assigns Stable Outlook
Nov 06, 2017	A.M. Best Places Credit Ratings of AmTrust Financial Services, Inc. and Subsidiaries Under Review With Negative Implications
May 25, 2017	A.M. Best Comments on Credit Ratings of AmTrust Financial Services, Inc. and Subsidiaries Following Common Equity Raise
Feb 27, 2017	A.M. Best Revises Outlooks to Negative and Affirms Credit Ratings of AmTrust Financial Services, Inc. and Its Subsidiaries
Jul 08, 2016	A.M. Best Affirms Ratings of AmTrust Financial Services, Inc. and Its Subsidiaries

1 2 Page size: 10 17 items in 2 pages

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Polk County

Board of County Commissioners

Agenda Item R.30. 1/20/2026

SUBJECT

Approve Agreement for the Transfer of Roads from Polk County to City of Bartow ($1,300,000.00 One-time Expense)

DESCRIPTION

Back in 2025, the City of Bartow approached the County regarding the transfer of some roadways in lieu of payment for maintenance activities by the city. The result of the discussions was the attached Agreement to transfer the following roads to the City of Bartow for a one-time payment of $1,300,000.00. The following roads will be transferred to the City of Bartow:

- Finger Lane
- E.F. Griffin Road
- Smith Lane
- Cedar Ridge Road
- Ernest Smith Blvd
- Old Bartow Eagle Lake Road (Ernest M. Smith Blvd to Wilson Ave N.)
- Lyle Parkway
- Gaskin Road
- Mann Road
- Clear Springs Mine Road

The payment estimate was established based on resurfacing and maintenance cost of certain roadways.

RECOMMENDATION

Request Board Approve the Agreement for the Transfer of Roads from Polk County to the City of Bartow

FISCAL IMPACT

Funds are available in the Transportation Millage Fund.

CONTACT INFORMATION

Jay M. Jarvis, P.E., Director
Roads & Drainage Division
(863) 535-2200

AGREEMENT FOR THE TRANSFER OF ROADS FROM POLK COUNTY TO THE CITY OF BARTOW

This Agreement for the transfer of roads (the "**AGREEMENT**") is made and entered into on the Effective Date (as defined in Section 9, below), by and between the City of Bartow, whose address is 450 N. Wilson Avenue, Bartow, Florida 33830 (hereinafter referred to as **"BARTOW"**), its successors in title and assigns, and Polk County, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (hereinafter referred to as "**POLK COUNTY**"). BARTOW and POLK COUNTY are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Section 335.0415, Florida Statutes authorizes local governments the authority to transfer public roads between jurisdictions by mutual agreement; and

WHEREAS, POLK COUNTY has public roadways owned and maintained by POLK COUNTY for public use in and around BARTOW; and

WHEREAS, BARTOW has agreed to accept the responsibility for and maintain said public roadways owned and maintained by POLK COUNTY; and

WHEREAS, POLK COUNTY has agreed to transfer said public roadways to BARTOW; and

WHEREAS, the Parties desire to enter into this Agreement to establish the respective rights and obligations of BARTOW and POLK COUNTY in accordance with the terms and conditions of this AGREEMENT.

NOW, THEREFORE, in consideration of the premises hereof, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

RECITALS AND AGREEMENT CONDITIONS

1. **Recitals** The Recitals stated above are an integral part of this AGREEMENT and are incorporated herein by reference as if fully set forth herein.

2. **Road Transfers**

2.1 BARTOW has agreed to accept the following Roadways:

a) Finger Lane (942405)
b) E F Griffin Road (943601)
c) Smith Lane (942412)
d) Cedar Ridge Road (942502)
e) Ernest Smith Blvd (953002)
f) Old Bartow Eagle Lake Road (953201) from Ernest M Smith to Wilson Ave N.
g) Lyle Parkway (943602)
h) Gaskin Road (051802)
i) Mann Road (051708)
j) Clear Springs Mine Road (051706)

2.2 This Agreement is contingent upon the execution by the Parties of a separate Agreement for Transfer of Public Roads, and associated County Deeds, both as attached hereto as Exhibits "A" through "J", for the transfer of each roadway listed in section 2.1.

3. **Compensation**

3.1 POLK COUNTY shall pay BARTOW ONE MILLION THREE HUNDRED THOUSAND DOLLARS ($1,300,000.00) in compensation for the Roadways.

3.2 POLK COUNTY shall pay all amounts due and owing under this Agreement within thirty (30) days of the Effective Date.

4. **Notices** The Parties hereby agree and understand that written notice, mailed or delivered, shall constitute sufficient notice to POLK COUNTY and BARTOW. All written notices required and made pursuant to this Agreement shall be in writing and given by way of recognized delivery services, or by United States Postal Services, first class mail, postage prepaid, addressed to the following addresses of record:

Notice to POLK COUNTY shall be:

County Manager
Polk County Board of County Commissioners
330 West Church Street
Bartow, FL 33830

with a copy to:
County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, FL 33830

Polk County Roads & Drainage Division

ATT: Roads & Drainage Director
3000 Sheffield Road
Winter Haven, FL 33880

Notice to BARTOW shall be:

City of Bartow
450 N. Wilson Avenue
Bartow, FL 33830

5 **Effective Date** This Agreement shall become effective upon execution by both Parties and recording in the Official Records of Polk County (the "Effective Date"). The County shall record this Agreement, along with the individual Agreements for Transfer Public Roads, and any amendments hereto, as soon as reasonably possible following the execution by both Parties.

6 **Default and Remedy** If either Party materially defaults in its obligations under this AGREEMENT and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from the other non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this AGREEMENT by delivering written notice to the materially defaulting Party, and (ii) pursue any and all remedies available in law, equity, and under this AGREEMENT, including, without limitation, return of the compensation payment, in whole or in part, to POLK COUNTY.

7 **Termination**

7.1 This Agreement shall automatically term upon BARTOW'S endorsement of the endorsement of the compensation payment under this Agreement.

7.2 POLK COUNTY or BARTOW may terminate this Agreement, in whole or in part, at any time, either for POLK COUNTY'S or BARTOW'S convenience or because of the failure of the POLK COUNTY or BARTOW to fulfill its obligations under this Agreement.

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

9 **Release** For and in consideration of the mutual agreements set forth herein, BARTOW agrees the terms and conditions of this AGREEMENT are reasonable under the totality of the circumstances, and BARTOW for itself, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of them, do hereby fully waive, release and forever discharge POLK COUNTY from and against any claims for inverse condemnation, regulatory takings, U.S.C. Section 1983, or claims under Chapter 70, Florida Statutes, arising out of or resulting from the terms and conditions hereof. BARTOW acknowledges and agrees that its agreement to this release is a material inducement to POLK COUNTY to enter into this AGREEMENT. The Parties agree that this release is to the specific causes of action listed and not be deemed a release of any non-listed causes of action to which BARTOW may be entitled.

10 **Attorney's Fees and Cost** Notwithstanding Section 10, each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this AGREEMENT, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

11 **Modification** This AGREEMENT may only be modified by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

12 **Integration** This AGREEMENT sets forth the entire agreement between the Parties and shall supersede, replace, and nullify any and all prior agreements or understandings, either written or oral, with respect to its subject matter, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

13 **Counterparts** This AGREEMENT may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

14 **Attachments** All attachments or exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

15 **Governing Law; Venue** This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules and regulations of Polk County. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

16 **Binding Effect; Assignment** This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto. BARTOW may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior

written consent of POLK COUNTY. POLK COUNTY has the sole discretion and authority to grant or deny proposed assignments, with or without cause.

17 **Days** The term days in this Agreement shall mean calendar days, unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or legal holiday.

18 **Severability** If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

19 **Public Records** In accordance with Section 119.0701, Florida Statutes, BARTOW agrees to comply with the following public records laws:

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

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

(1) keep and maintain public records required by POLK COUNTY to perform the services required under this AGREEMENT;

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

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

POLK COUNTY, a Political Subdivision of the State of Florida

(SEAL)

ATTEST:

By: _____
~~T.R. Wilson~~, Chairperson
Board of County Commissioners
MALUVA SANTIAGO

Stacy M. Butterfield, County Clerk

By: _____
Deputy Clerk

Date: _____

Approved by County Attorney's Office
As To Form and Legal Sufficiency

By: _____

WITNESSES

BARTOW

By: _____

Signature

TANYA TUCKER
Print Name

SEAN R. PARER, CITY ATTY
Print Name

MAYOR
Title

450 N. WILSON AVE

Date: 12-15-2025

BARTOW FL 33830
Address

Jacqueline Poole
Signature

JACQUELINE POOLE, CITY CLERK
Print Name

450 N. WILSON AVE

BARTOW FL 33830
Address

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument is hereby acknowledged before me this 15 day of December 2025 by Tanya Tucker, as Mayor of City of Bartow, a municipality company on behalf of said company by means of physical presence or (✓) online notarization ( ) who is personally known to me or ( ) who has produced a driver's license as identification.

NOTARY PUBLIC: Kaylee Fussell

My Commission Expires: April 13, 2028

KAYLEE FUSSELL
MY COMMISSION # HH 494099
EXPIRES: April 13, 2028

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF BARTOW, FLORIDA

and

POLK COUNTY, FLORIDA

FOR ALL OF FINGER LANE FROM COUNTY ROAD 540A, SOUTH TO E F GRIFFIN ROAD, BARTOW, FLORIDA.

This is an Agreement by and between the City of Bartow, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Finger Lane is an Urban Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of all of Finger Lane from County Road 540A, south to E F Griffin Road, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of CITY and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

All of Finger Lane from County Road 540A, south to E F Griffin Road.

Including, but not limited to those parts of the rights-of-ways for Finger Lane that lies within the above-described corridor, as depicted, or described in the following documents: Any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 24, Township 29 South, Range 24 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Bartow Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Bartow has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the 15 day of December, 2025.

ATTEST:

By: _____
Jacqueline Poole, MMC, FCRM, CPM
City Clerk

CITY OF BARTOW

By: _____
Tanya L. Tucker, Mayor

This 15 day of December, 2025

Reviewed as to form and legality

_____ 12-15-25
City Attorney Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2026.

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

POLK COUNTY
Board of County Commissioners

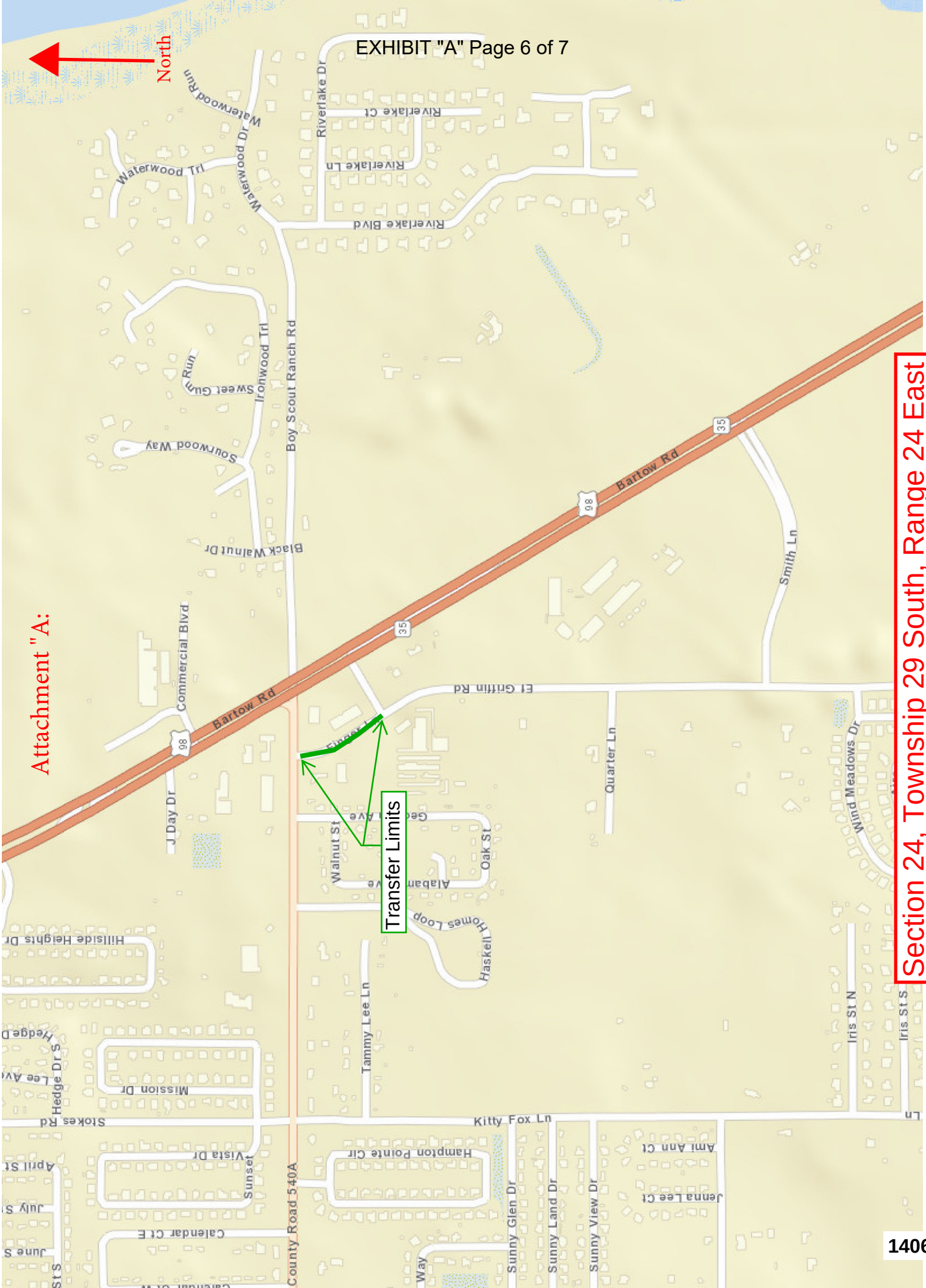
_____
Martha Santiago, Ed. D., Chair

This ____ day of _____, 2026

Reviewed as to form and legality

_____
County Attorney's Office

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North
Attachment "A:
Section 24, Township 29 South, Range 24 East
Transfer Limits
Bartow Rd
Boy Scout Ranch Rd
Commercial Blvd
J Day Dr
Riverlake Dr
Riverlake Ct
Riverlake Ln
Riverlake Blvd
Waterwood Run
Waterwood Dr
Waterwood Trl
Ironwood Trl
Sweet Gum Run
Sourwood Way
Black Walnut Dr
Smith Ln
Quarter Ln
Wind Meadows Dr
Walnut St
Oak St
Tammy Lee Ln
Haskell Homes Loop
Kitty Fox Ln
Stokes Rd
Mission Dr
Hedge Dr S
Vista Dr
Sunset
Hampton Pointe Cir
Ami Ann Ct
Jenna Lee Ct
Sunny Glen Dr
Sunny Land Dr
Sunny View Dr
Iris St N
Iris St S
County Road 540A
Calendar Ct E
Hillside Heights Dr
35
98

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: All of Finger Lane

COUNTY DEED

THIS DEED, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW,** a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Finger Lane from County Road 540A, south to E F Griffin Road.

Including, but not limited to those parts of the rights-of-ways for Finger Lane that lies within the above-described corridor, as depicted, or described in the following documents: Any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 24, Township 29 South, Range 24 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:
Polk County, Florida, a political subdivision of the state of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

(Seal)

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF BARTOW, FLORIDA

and

POLK COUNTY, FLORIDA

FOR ALL OF E F GRIFFIN ROAD FROM US HIGHWAY 98 S, SOUTH TO LYLE PARKWAY, BARTOW, FLORIDA.

This is an Agreement by and between the City of Bartow, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, E F Griffin Road is an Urban Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of all of E F Griffin Road from US Highway 98 S, south to Lyle Parkway, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of CITY and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

All of E F Griffin Road from US Highway 98 S, south to Lyle Parkway.

Including, but not limited to those parts of the rights-of-ways for E F Griffin Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 2, Pages 209 through 211, any rights-of-way dedicated by Plats and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 24, 25 and 36, Township 29 South, Range 24 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Bartow Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense

and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Bartow has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the 15 day of December, 2025.

ATTEST:

By: Jacqueline Poole
Jacqueline Poole, MMC, FCRM, CPM
City Clerk

CITY OF BARTOW

By:
Tanya L. Tucker, Mayor

This 15 day of December, 2025

Reviewed as to form and legality

12-15-25
City Attorney Date

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2026.

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

POLK COUNTY
Board of County Commissioners

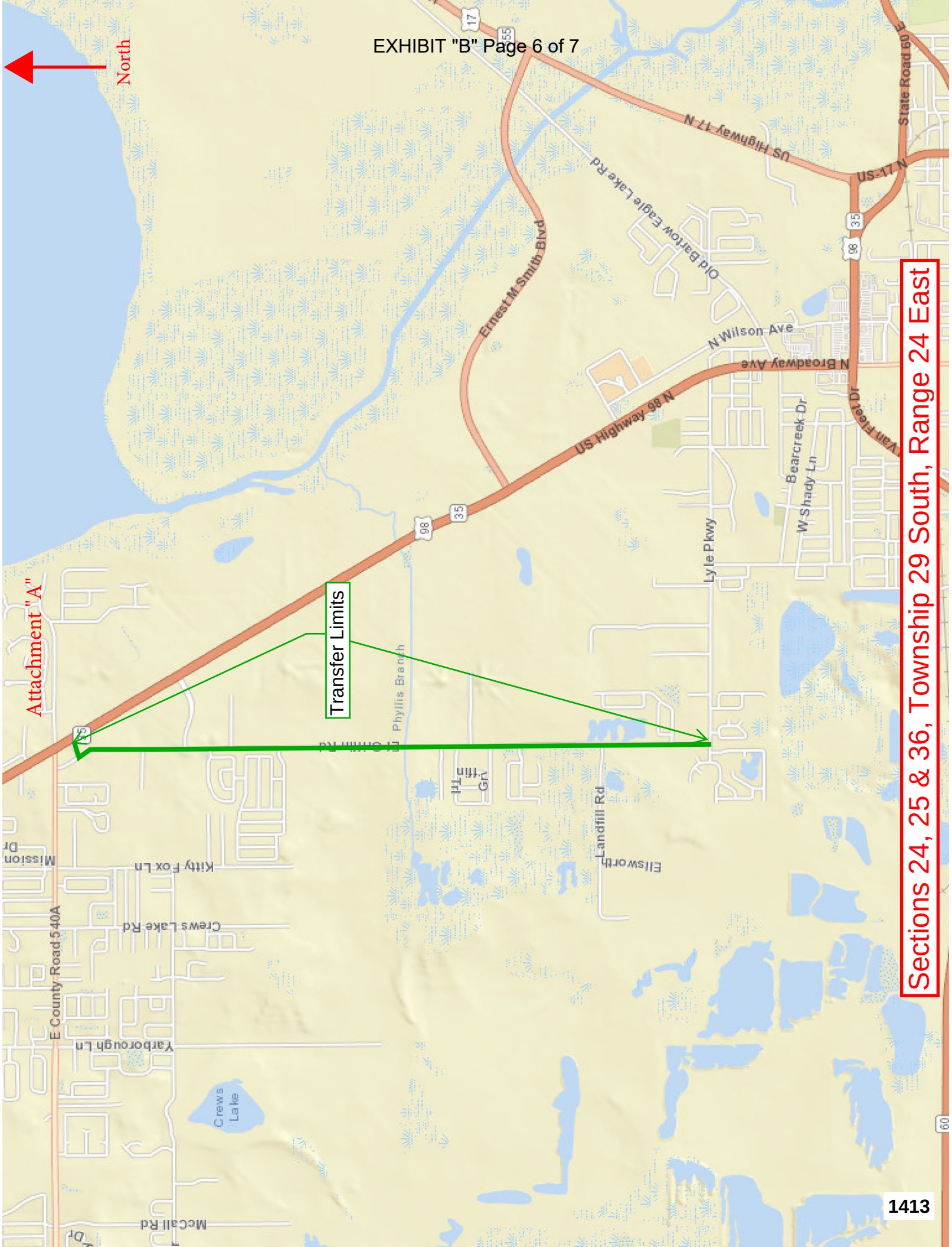
_____
Martha Santiago, Ed. D., Chair

This ____ day of _____, 2026

Reviewed as to form and legality

_____
County Attorney's Office

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North
Attachment "A"
Transfer Limits
Sections 24, 25 & 36, Township 29 South, Range 24 East
US Highway 17 N
US 17 N
State Road 60
Old Barlow Eagle Lake Rd
Ernest M Smith Blvd
N Wilson Ave
N Broadway Ave
US Highway 98 N
Van Fleet Dr
Bearcreek Dr
W Shady Ln
Lyle Pkwy
Phyllis Branch
Landfill Rd
Ellsworth
Kitty Fox Ln
Crews Lake Rd
E County Road 540A
Yarborough Ln
Crews Lake
McCall Rd
1413

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: All of E F Griffin Road

COUNTY DEED

THIS DEED, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW,** a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of E F Griffin Road from US Highway 98 S, south to Lyle Parkway.

Including, but not limited to those parts of the rights-of-ways for E F Griffin Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 2, Pages 209 through 211, any rights-of-way dedicated by Plats and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 24, 25 and 36, Township 29 South, Range 24 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:
Polk County, Florida, a political subdivision of the state of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

(Seal)

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF BARTOW, FLORIDA

and

POLK COUNTY, FLORIDA

FOR ALL OF SMITH LANE FROM E F GRIFFIN ROAD, EAST TO US HIGHWAY 98 S, BARTOW, FLORIDA.

This is an Agreement by and between the City of Bartow, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Smith Lane is an Urban Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer all of Smith Lane from E F Griffin Road, east to US Highway 98 S, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of CITY and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

All of Smith Lane from E F Griffin Road, east to US Highway 98 S.

Including, but not limited to those parts of the rights-of-ways for Smith Lane that lies within the above-described corridor, as depicted, or described in the following documents: Rights-of-way recorded Official Records Book 7085 at Pages 222 through 224, Book 7085 at Pages 273 through 275 and any other deeded rights-of-way as recorded in the Public Records of Polk County, Florida that lies along the above-described corridor. Subject to that certain Development Agreement as recorded in Official Records Book 6959 at Pages 39 through 106 as recorded in the Public Records of Polk County, Florida.

All lying and being in Section 24, Township 29 South, Range 24 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Bartow Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense

and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Bartow has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the 15 day of December, 2025.

ATTEST:

By: _____
Jacqueline Poole, MMC, FCRM, CPM
City Clerk

CITY OF BARTOW

By: _____
Tanya L. Tucker, Mayor

This 15 day of December, 2025

Reviewed as to form and legality

_____ 12-15-25
City Attorney Date

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2026.

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

POLK COUNTY
Board of County Commissioners

_____
Martha Santiago, Ed. D., Chair

This ____ day of _____, 2026

Reviewed as to form and legality

_____
County Attorney's Office

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North
Attachment "A"
Section 24, Township 29 South, Range 24 East
Transfer Limits
US Highway 98 N
Bartow Rd
Cedar Ridge Rd
Quarter Ln
Wind Meadows Dr
Country Aire Loop
Country Manor St
Chickadee St
Sunflower St
Golden Meadow Way
Tall Grass Ave
Trumpeter Swan Ave
Morningmist Ave
Bluebird Ave
Quail View Ave
Barn Owl Ave
Iris St N
Iris St S
Oak St
Haskell Homes Loop
Tammy Lee Ln
Kitty Fox Ln
Bartow
98
35

1420

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: All of Smith Lane

COUNTY DEED

THIS DEED, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW,** a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Smith Lane from E F Griffin Road, east to US Highway 98 S.

Including, but not limited to those parts of the rights-of-ways for Smith Lane that lies within the above-described corridor, as depicted, or described in the following documents: Rights-of-way recorded Official Records Book 7085 at Pages 222 through 224, Book 7085 at Pages 273 through 275 and any other deeded rights-of-way as recorded in the Public Records of Polk County, Florida that lies along the above-described corridor. Subject to that certain Development Agreement as recorded in Official Records Book 6959 at Pages 39 through 106 as recorded in the Public Records of Polk County, Florida.

All lying and being in Section 24, Township 29 South, Range 24 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:
Polk County, Florida, a political subdivision of the state of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

(Seal)

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF BARTOW, FLORIDA

and

POLK COUNTY, FLORIDA

FOR ALL OF CEDAR RIDGE ROAD FROM E F GRIFFIN ROAD TO DEAD END EAST, BARTOW, FLORIDA.

This is an Agreement by and between the City of Bartow, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Cedar Ridge Road is a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of all of Cedar Ridge Road from E F Griffin Road to dead end east, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of CITY and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

All of Cedar Ridge Road from E F Griffin Road to dead end east.

Including, but not limited to those parts of the rights-of-ways for Cedar Ridge Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 5 at Page 270 and any deeds recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 24, Township 29 South, Range 24 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Bartow Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Bartow has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the 15 day of December, 2025.

ATTEST:

By: _____
Jacqueline Poole, MMC, FCRM, CPM
City Clerk

CITY OF BARTOW

By: _____
Tanya L. Tucker, Mayor

This 15 day of December, 2025

Reviewed as to form and legality

_____ 12-15-25
City Attorney Date

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2026.

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

POLK COUNTY
Board of County Commissioners

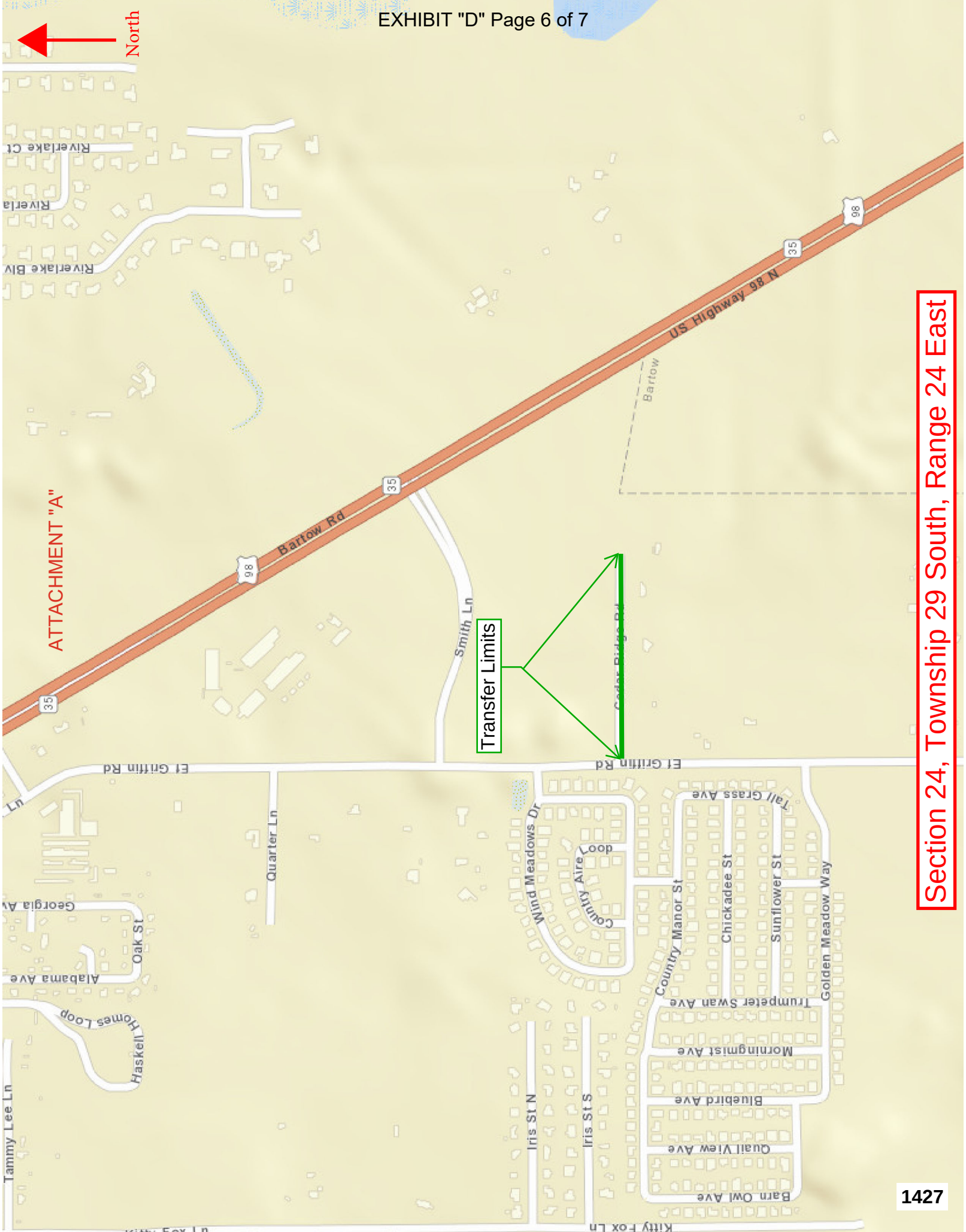
_____
Martha Santiago, Ed. D., Chair

This ____ day of _____, 2026

Reviewed as to form and legality

_____
County Attorney's Office

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North
ATTACHMENT "A"
Section 24, Township 29 South, Range 24 East
Transfer Limits
US Highway 98 N
Bartow Rd
Smith Ln
Cedar Ridge Rd
Et Griffin Rd
Quarter Ln
Wind Meadows Dr
Country Aire Loop
Country Manor St
Chickadee St
Sunflower St
Golden Meadow Way
Tall Grass Ave
Trumpeter Swan Ave
Morningmist Ave
Bluebird Ave
Quail View Ave
Barn Owl Ave
Iris St N
Iris St S
Kitty Fox Ln
Tammy Lee Ln
Haskell Homes Loop
Alabama Ave
Oak St
Georgia Av
Riverlake Ct
Riverlake Blv
Bartow
35
98

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Melanea Hough
Road Transfer: All of Cedar Ridge Road

COUNTY DEED

THIS DEED, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW,** a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Cedar Ridge Road from E F Griffin Road to dead end east.

Including, but not limited to those parts of the rights-of-ways for Cedar Ridge Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 5 at Page 270 and any deeds recorded in the Public Records of Polk County, Florida, that lies along the above-described corridor.

All lying and being in Section 24, Township 29 South, Range 24 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:
Polk County, Florida, a political subdivision of the state of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

(Seal)

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF BARTOW, FLORIDA

and

POLK COUNTY, FLORIDA

FOR ALL OF ERNEST M SMITH BOULEVARD FROM US HIGHWAY 98 S, EAST TO US HIGHWAY 17 S, LESS RIGHT-OF-WAY FOR OLD BARTOW EAGLE LAKE ROAD NORTH OF ERNEST M SMITH BOULEVARD, BARTOW, FLORIDA.

This is an Agreement by and between the City of Bartow, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Ernest M Smith Boulevard is an Urban Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of all of Ernest M Smith Boulevard from US Highway 98 S, east to US Highway 17 S, less right-of-way for Old Bartow Eagle Lake Road north of Ernest M Smith Boulevard, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of CITY and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

All of Ernest M Smith Boulevard from US Highway 98 S, east to US Highway 17 S, less right-of-way for Old Bartow Eagle Lake Road north of Ernest M Smith Boulevard.

Including, but not limited to those parts of the rights-of-ways for Ernest M Smith Boulevard that lies within the above-described corridor, as depicted, or described in the following documents: Deeded rights-of-way as recorded in Official Records Book 8282 at Pages 1800 through 1828, Book 8425 at Pages 695 through 698 and Book 8519 at Pages 1241 through 1255, any rights-of-way dedicated by Plats and any other deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 28, 29, 30 and 32, Township 29 South, Range 25 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Bartow Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD

from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Bartow has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the 15 day of December, 2025.

ATTEST:

By: _____
Jacqueline Poole, MMC, FCRM, CPM
City Clerk

CITY OF BARTOW

By: _____
Tanya L. Tucker, Mayor

This 15 day of December, 2025

Reviewed as to form and legality

_____ 12-15-25
City Attorney Date

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2026.

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

POLK COUNTY
Board of County Commissioners

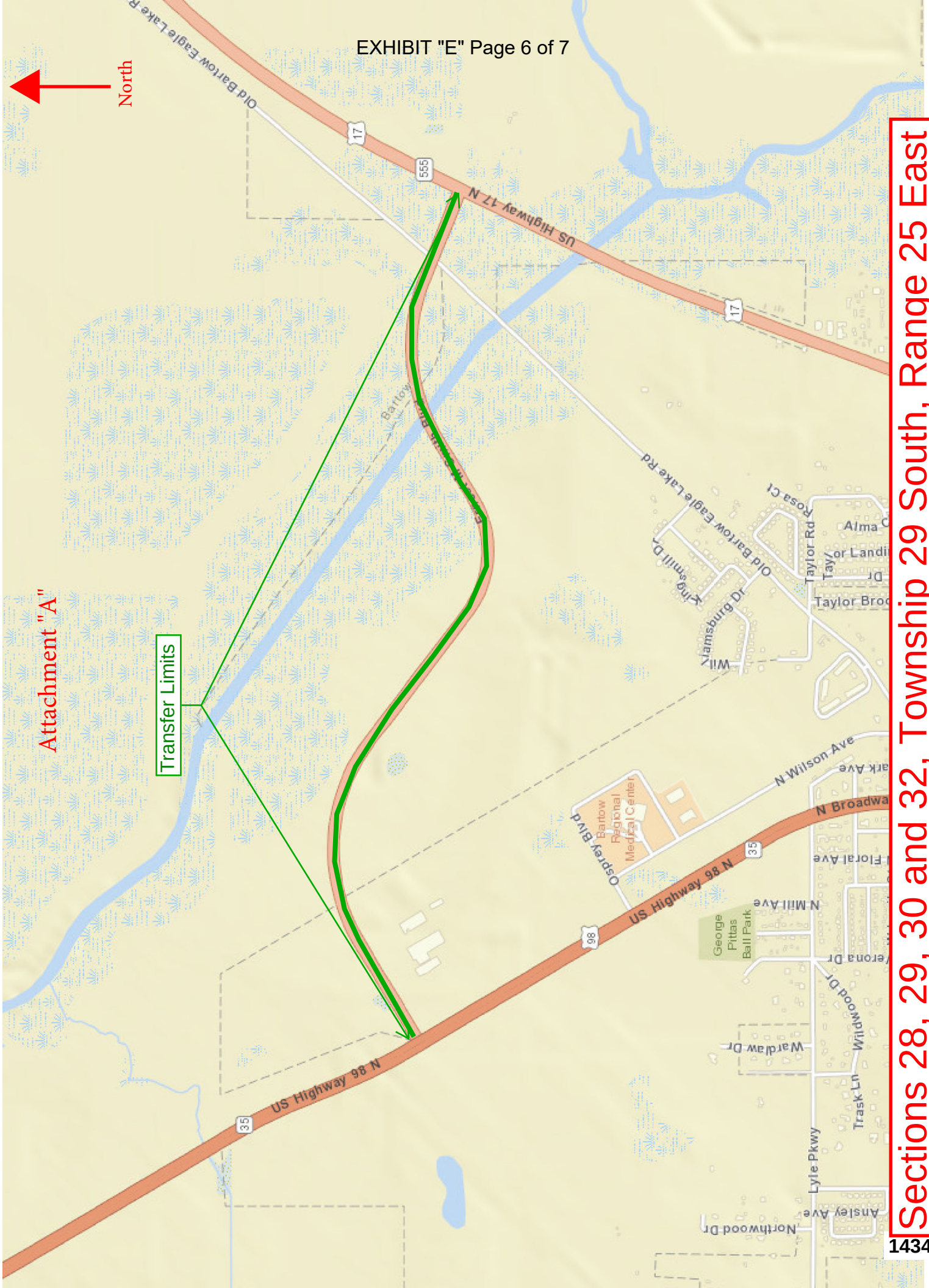
_____
Martha Santiago, Ed. D., Chair

This ____ day of _____, 2026

Reviewed as to form and legality

_____
County Attorney's Office

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Sections 28, 29, 30 and 32, Township 29 South, Range 25 East

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: All of Ernest M Smith Boulevard

COUNTY DEED

THIS DEED, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW,** a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Ernest M Smith Boulevard from US Highway 98 S, east to US Highway 17 S, less right-of-way for Old Bartow Eagle Lake Road north of Ernest M Smith Boulevard.

Including, but not limited to those parts of the rights-of-ways for Ernest M Smith Boulevard that lies within the above-described corridor, as depicted, or described in the following documents: Deeded rights-of-way as recorded in Official Records Book 8282 at Pages 1800 through 1828, Book 8425 at Pages 695 through 698 and Book 8519 at Pages 1241 through 1255, any rights-of-way dedicated by Plats and any other deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor. All lying and being in Sections 28, 29, 30 and 32, Township 29 South, Range 25 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:
Polk County, Florida, a political subdivision of the state of Florida

By: _____
Martha Santiago Ed. D., Chair
Board of County Commissioners

(Seal)

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF BARTOW, FLORIDA

and

POLK COUNTY, FLORIDA

FOR A PORTION OF OLD BARTOW EAGLE LAKE ROAD FROM ERNEST M SMITH BOULEVARD, SOUTH TO WILSON ROAD, BARTOW, FLORIDA.

This is an Agreement by and between the City of Bartow, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Old Bartow Eagle Lake Road is an Urban Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of a portion of Old Bartow Eagle Lake Road from Ernest M Smith Boulevard, south to Wilson Road, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of CITY and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

A portion of Old Bartow Eagle Lake Road from Ernest M Smith Boulevard, south to Wilson Road.

Including, but not limited to those parts of the rights-of-ways for Old Bartow Eagle Lake Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 19, Pages 1 through 17 and Map Book 2, Pages 96 through 100, any rights-of-way dedicated by Plat and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 28, 29 and 32, Township 29 South, Range 25 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Bartow Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability

set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Bartow has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the 15 day of December, 2025.

ATTEST:

By: Jacqueline Poole
Jacqueline Poole, MMC, FCRM, CPM
City Clerk

CITY OF BARTOW

By:
Tanya L. Tucker, Mayor

This 15 day of December, 2025

Reviewed as to form and legality

12-15-25
City Attorney Date

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2026.

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

POLK COUNTY
Board of County Commissioners

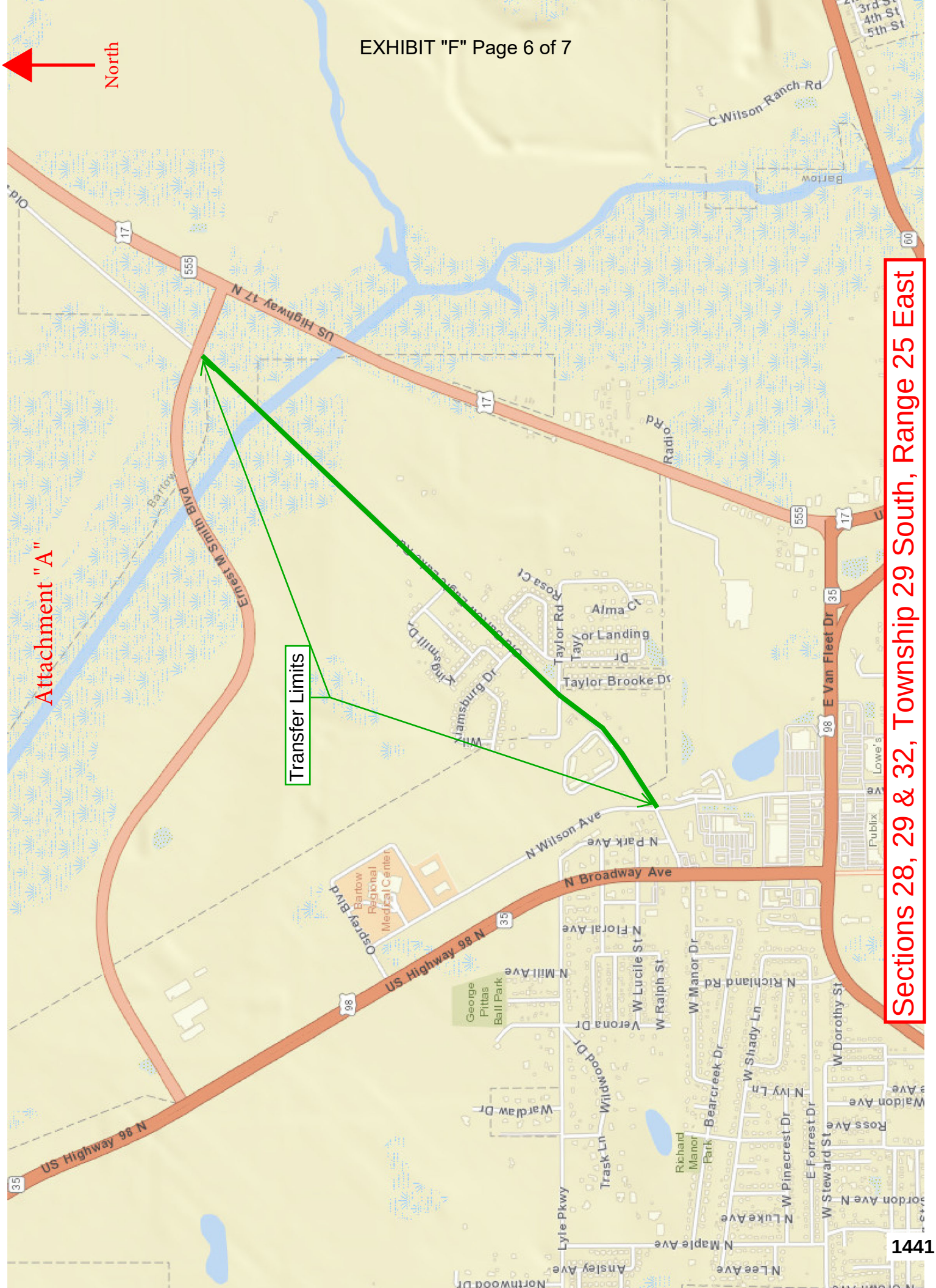
_____
Martha Santiago, Ed. D., Chair

This ____ day of _____, 2026

Reviewed as to form and legality

_____
County Attorney's Office

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North
Attachment "A"
Transfer Limits
Sections 28, 29 & 32, Township 29 South, Range 25 East
US Highway 17 N
US Highway 98 N
N Broadway Ave
N Wilson Ave
E Van Fleet Dr
Ernest M Smith Blvd
Osprey Blvd
Bartow Regional Medical Center
George Pittas Ball Park
Richard Bearcreek Park Manor
C Wilson Ranch Rd
Radio Rd
Taylor Rd
Taylor Landing Dr
Taylor Brooke Dr
Alma Ct
Rosa Ct
King Smith Dr
Namsburg Dr
N Park Ave
N Floral Ave
N Mill Ave
W Lucile St
W Ralph St
W Manor Dr
N Richland Rd
W Shady Ln
N Ivy Ln
W Dorothy St
Verona Dr
Wildwood Dr
Trask Ln
Warclaw Dr
Lyle Pkwy
W Pinecrest Dr
E Forrest St
W Stewart St
N Luke Ave
N Maple Ave
N Lee Ave
Ansley Ave
Waldon Ave
Ross Ave
Publix
Lowe's

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: Portion of Old Bartow Eagle Lake Road

COUNTY DEED

THIS DEED, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW,** a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

A portion of Old Bartow Eagle Lake Road from Ernest M Smith Boulevard, south to Wilson Road.

Including, but not limited to those parts of the rights-of-ways for Old Bartow Eagle Lake Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 19, Pages 1 through 17 and Map Book 2, Pages 96 through 100, any rights-of-way dedicated by Plat and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 28, 29 and 32, Township 29 South, Range 25 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:
Polk County, Florida, a political subdivision of the state of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

(Seal)

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF BARTOW, FLORIDA

and

POLK COUNTY, FLORIDA

FOR ALL OF LYLE PARKWAY FROM E F GRIFFIN ROAD, EAST TO US HIGHWAY 98 S, BARTOW, FLORIDA.

This is an Agreement by and between the City of Bartow, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Lyle Parkway is an Urban Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of all of Lyle Parkway from E F Griffin Road, east to US Highway 98 S, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of CITY and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

All of Lyle Parkway from E F Griffin Road, east to US Highway 98 S.

Including, but not limited to those parts of the rights-of-ways for Lyle Parkway that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 2, Pages 209 through 211 and Map Book 2, Pages 216 through 217, any rights-of-way dedicated by Plats and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 36, Township 29 South, Range 24 East and Section 31, Township 29 South, Range 25 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Bartow Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense

and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Bartow has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the 15 day of December, 2025.

ATTEST:

By: _____
Jacqueline Poole, MMC, FCRM, CPM
City Clerk

CITY OF BARTOW

By: _____
Tanya L. Tucker, Mayor

This 15 day of December, 2025

Reviewed as to form and legality

_____ 12-15-25
City Attorney Date

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2026.

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

POLK COUNTY
Board of County Commissioners

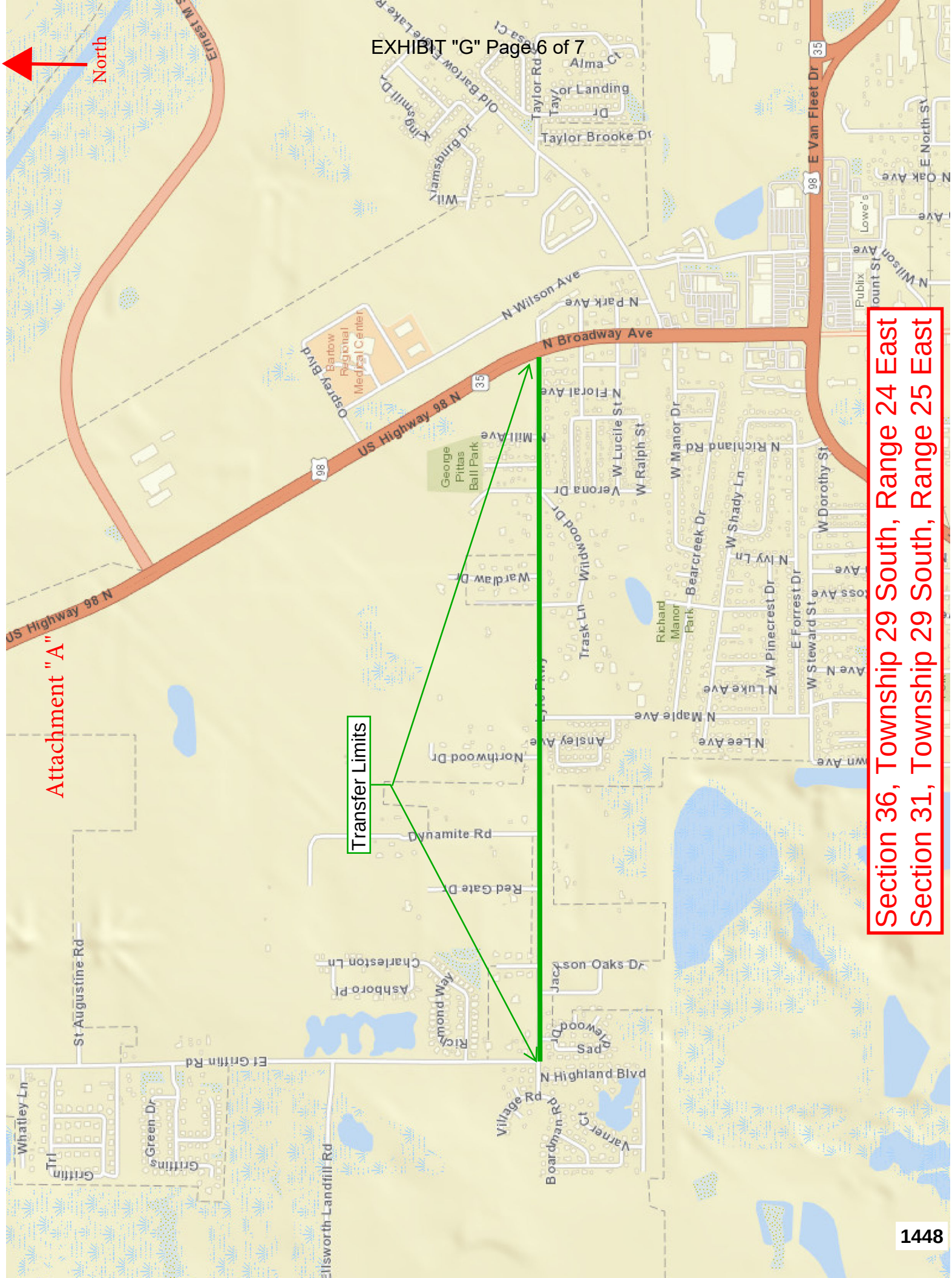
_____
Martha Santiago, Ed. D., Chair

This ____ day of _____, 2026

Reviewed as to form and legality

_____
County Attorney's Office

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North
Attachment "A"
Transfer Limits
Section 36, Township 29 South, Range 24 East
Section 31, Township 29 South, Range 25 East
US Highway 98 N
N Broadway Ave
N Wilson Ave
N Park Ave
E Van Fleet Dr
Taylor Brooke Dr
Alma Ct
Taylor Landing Dr
Old Barlow Lake Rd
Kingsmill Dr
Williamsburg Dr
Osprey Blvd
Bartow Regional Medical Center
George Pittas Ball Park
N Mill Ave
N Floral Ave
W Lucile St
W Ralph St
W Manor Dr
N Richland Rd
Verona Dr
Wildwood Dr
Trask Ln
Richard Manor Park
Bearcreek Dr
W Shady Ln
N Ivy Ln
W Dorothy St
E Forrest Dr
W Pinecrest Dr
W Steward St
N Lee Ave
N Maple Ave
N Luke Ave
Ansley Ave
Northwood Dr
Dynamite Rd
Red Gate Dr
Charleston Ln
Ashboro Pl
Jackson Oaks Dr
Pinewood Dr
N Highland Blvd
Village Rd
Boardman Rd
Valiant Ct
St Augustine Rd
Whatley Ln
Green Dr
Griffins Trl
Ellsworth Landfill Rd
Publix
Lowe's
1448

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: All of Lyle Parkway

COUNTY DEED

THIS DEED, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW,** a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Lyle Parkway from E F Griffin Road, east to US Highway 98 S.

Including, but not limited to those parts of the rights-of-ways for Lyle Parkway that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 2, Pages 209 through 211 and Map Book 2, Pages 216 through 217, any rights-of-way dedicated by Plats and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 36, Township 29 South, Range 24 East and Section 31, Township 29 South, Range 25 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:
Polk County, Florida, a political subdivision of the state of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

(Seal)

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF BARTOW, FLORIDA

and

POLK COUNTY, FLORIDA

FOR ALL OF GASKIN ROAD FROM CLOWER STREET, SOUTH TO NORALYN MINE ROAD, BARTOW, FLORIDA.

This is an Agreement by and between the City of Bartow, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Gaskin Road is a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of all of Gaskin Road from Clower Street, south to Noralyn Mine Road, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of CITY and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

All of Gaskin Road from Clower Street, south and east to Noralyn Mine Road.

Including, but not limited to those parts of the rights-of-ways for Gaskin Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 2, Pages 357 through 360 and Map Book 4, Pages 333 through 336 and any rights-of-way dedicated by Plat Book 37, Page 47, Plat Book 68, Page 30 and Plat Book 95, Page 3 and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 18, Township 30 South, Range 25 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Bartow Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense

and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Bartow has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the 15 day of December, 2025.

ATTEST:

By: Jacqueline Poole
Jacqueline Poole, MMC, FCRM, CPM
City Clerk

CITY OF BARTOW

By:
Tanya L. Tucker, Mayor

This 15 day of December 2025

Reviewed as to form and legality

12-15-25
City Attorney Date

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2026.

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

POLK COUNTY
Board of County Commissioners

_____
Martha Santiago, Ed. D., Chair

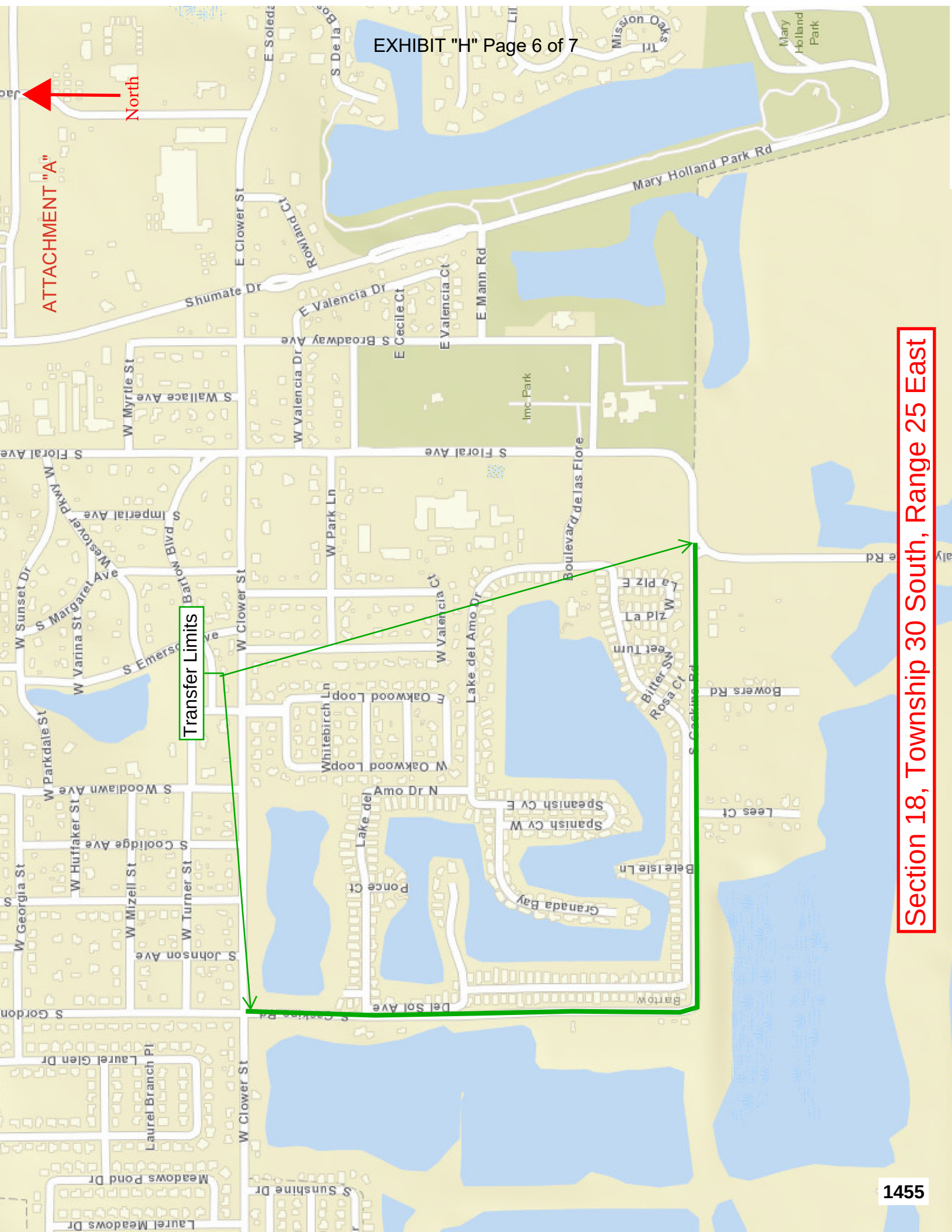
This ____ day of _____, 2026

Reviewed as to form and legality

_____
County Attorney's Office

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ATTACHMENT "A"



This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Melanea Hough
Road Transfer: All of Gaskin Road

COUNTY DEED

THIS DEED, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW,** a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Gaskin Road from Clower Street, south and east to Noralyn Mine Road.

Including, but not limited to those parts of the rights-of-ways for Gaskin Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 2, Pages 357 through 360 and Map Book 4, Pages 333 through 336 and any rights-of-way dedicated by Plat Book 37, Page 47, Plat Book 68, Page 30 and Plat Book 95, Page 3 and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 18, Township 30 South, Range 25 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:
Polk County, Florida, a political subdivision of the state of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

(Seal)

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF BARTOW, FLORIDA

and

POLK COUNTY, FLORIDA

FOR ALL OF MANN ROAD FROM US HIGHWAY 17 S TO ITS INTERSECTION WITH THE WESTERN RIGHT-OF-WAY OF THE CSX RAILROAD AS DEPICTED ON THE TRACK MAP V2 FLA L-22-9A, BARTOW, FLORIDA.

This is an Agreement by and between the City of Bartow, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Mann Road is a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of all of Mann Road from US Highway 17 S to its intersection with the western right-of-way of the CSX Railroad as depicted on the Track Map V2 FLA L-22-9A, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of CITY and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

All of Mann Road from US Highway 17 S, east to its intersection with the western right-of-way of the CSX Railroad as depicted on the Track Map V2 FLA L-22-9A.

Including, but not limited to those parts of the rights-of-ways for Mann Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 7, Page 292 and any rights-of-way dedicated by Plat Book 10, Page 6 and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 16 and 17, Township 30 South, Range 25 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Bartow Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability

set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Bartow has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the _____ day of _____, 2025.

ATTEST:

By: _____
Jacqueline Poole, MMC, FCRM, CPM
City Clerk

Reviewed as to form and legality

_____
City Attorney Date

CITY OF BARTOW

By: _____
Tanya L. Tucker, Mayor

This ____ day of _____, 2025

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2026.

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

POLK COUNTY
Board of County Commissioners

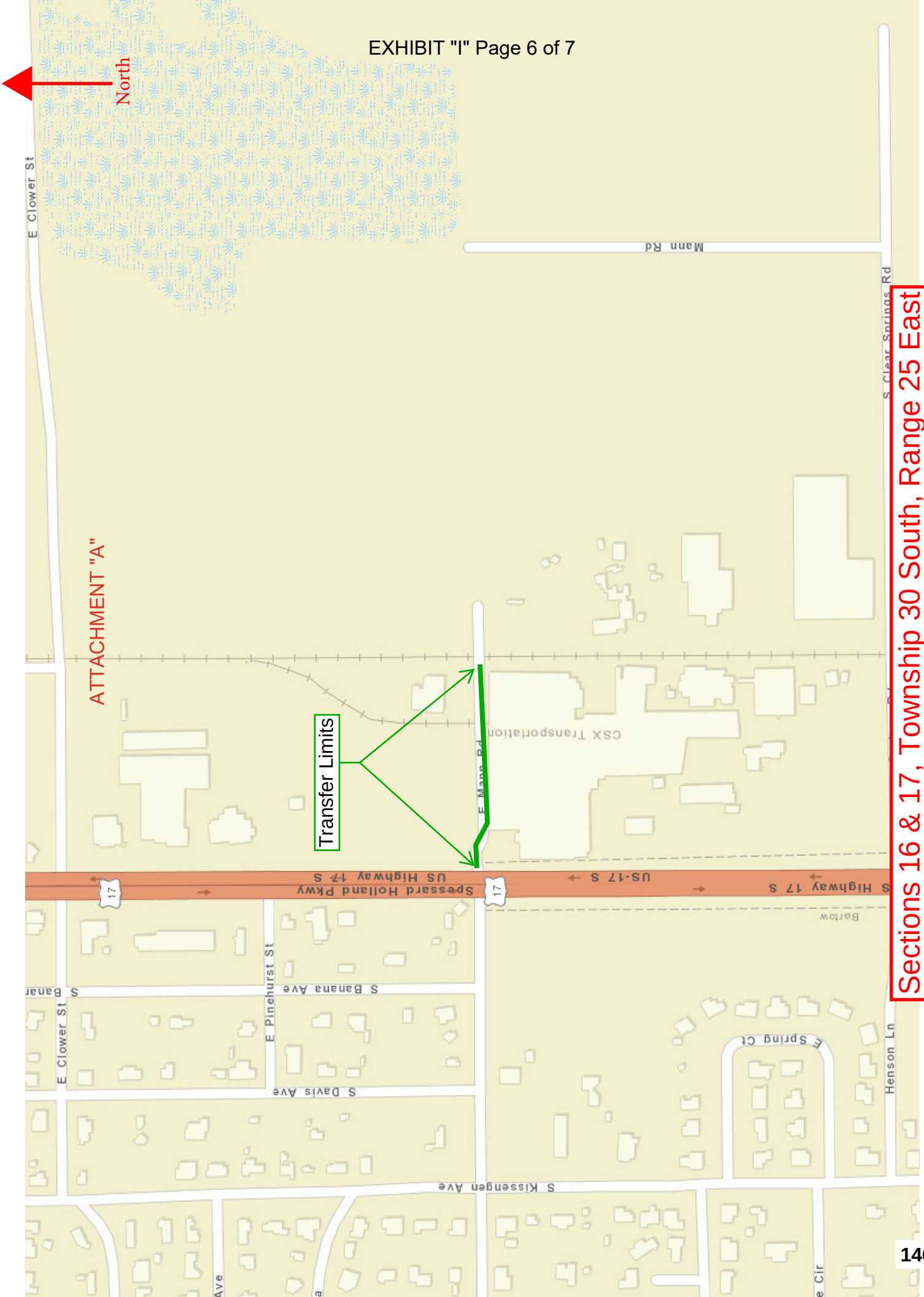
_____
Martha Santiago Ed. D., Chair

This ____ day of _____, 2026

Reviewed as to form and legality

_____
County Attorney's Office

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North
ATTACHMENT "A"
Transfer Limits
Sections 16 & 17, Township 30 South, Range 25 East
E Clower St
Mann Rd
S Clear Springs Rd
CSX Transportation
E Mann Rd
Spessard Holland Pkwy
US Highway 17 S
US-17 S
S Highway 17 S
Bartow
S Banana Ave
E Pinehurst St
E Clower St
S Davis Ave
E Spring Ct
Henson Ln
S Kissengen Ave

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Melanea Hough
Road Transfer: All of Mann Road

COUNTY DEED

THIS DEED, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW,** a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Mann Road from US Highway 17 S, east to its intersection with the western right-of-way of the CSX Railroad as depicted on the Track Map V2 FLA L-22-9A.

Including, but not limited to those parts of the rights-of-ways for Mann Road that lies within the above-described corridor, as depicted, or described in the following documents: Maintained Right-of-Way as recorded in Map Book 7, Page 292 and any rights-of-way dedicated by Plat Book 10, Page 6 and any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Sections 16 and 17, Township 30 South, Range 25 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:
Polk County, Florida, a political subdivision of the state of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

(Seal)

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF BARTOW, FLORIDA

and

POLK COUNTY, FLORIDA

FOR ALL OF CLEAR SPRINGS MINE ROAD FROM US HIGHWAY 17 SOUTH TO DEAD END EAST, LESS THE PORTION VACATED IN OFFICIAL RECORDS BOOK 3764, PAGES 1447 THROUGH 1450, BARTOW, FLORIDA.

This is an Agreement by and between the City of Bartow, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Clear Springs Mine Road is a Local Commercial Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of all of Clear Springs Mine Road from US Highway 17 South to dead end east, less the portion vacated in Official Records Book 3764, Pages 1447 through 1450, (ROAD), in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of CITY and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

All of Clear Springs Mine Road from US Highway 17 S to dead end east, less the portion vacated in Official Records Book 3764, Pages 1447 through 1450.

Including, but not limited to those parts of the rights-of-ways for Clear Springs Mine Road that lies within the above-described corridor, as depicted, or described in the following documents: Any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 16, Township 30 South, Range 25 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Bartow Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense

and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of ROAD

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of ROAD shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties' respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the City of Bartow has made and executed this Agreement on the date shown below, through its City Commissioners, signing by and through its Mayor, as authorized to execute the same by City Commission action on the 15 day of December, 2025.

ATTEST:

By: Jacqueline Poole
Jacqueline Poole, MMC, FCRM, CPM
City Clerk

CITY OF BARTOW

By:
Tanya L. Tucker, Mayor

This 15 day of December, 2025

Reviewed as to form and legality

12-15-25
City Attorney Date

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2026.

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

POLK COUNTY
Board of County Commissioners

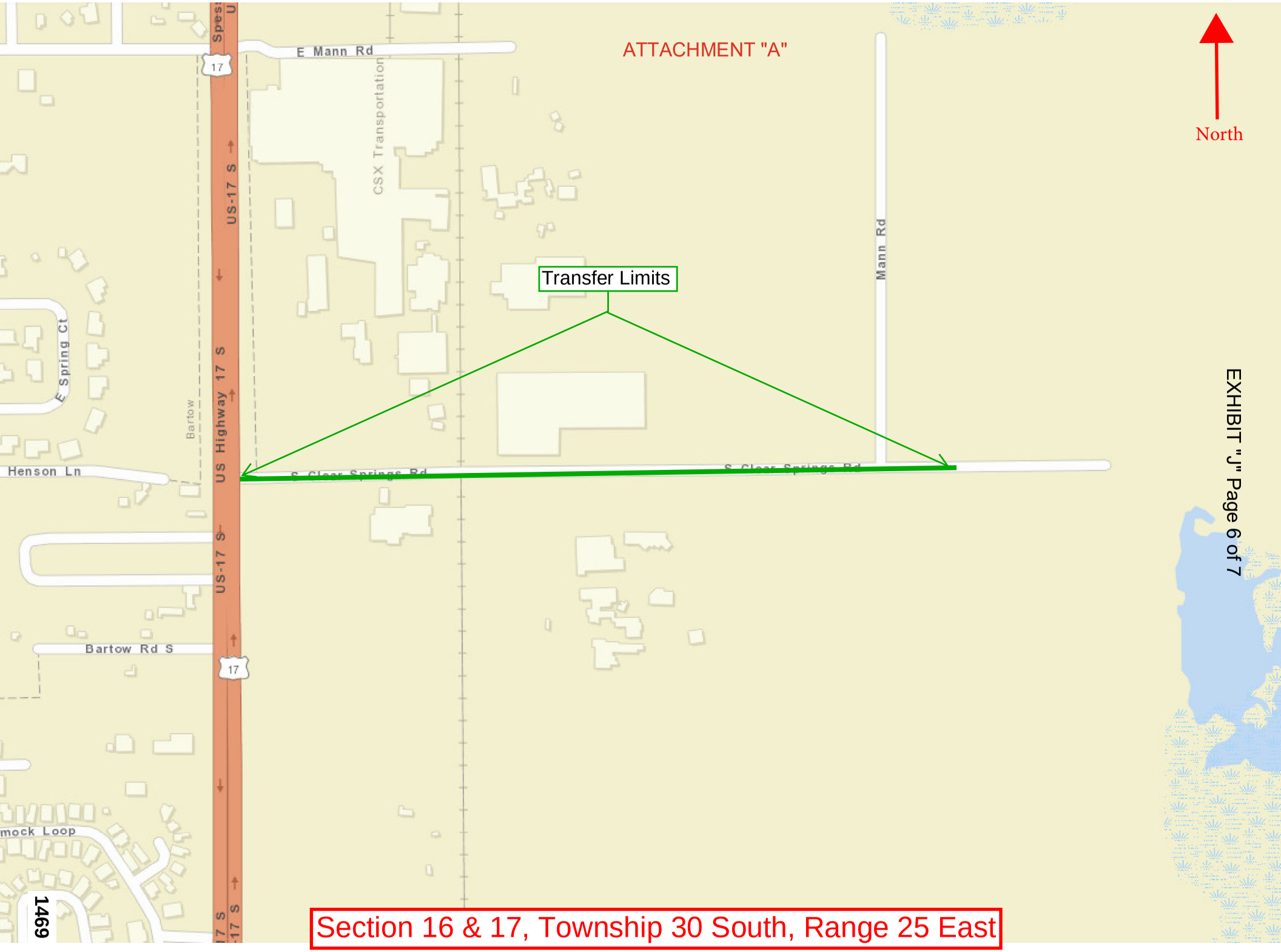
_____
Martha Santiago, Ed. D., Chair

This ____ day of _____, 2026

Reviewed as to form and legality

_____
County Attorney's Office

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ATTACHMENT "A"
North
Transfer Limits
E Mann Rd
CSX Transportation
US-17 S
US Highway 17 S
Mann Rd
E Spring Ct
Bartow
Henson Ln
S Clear Springs Rd
Bartow Rd S
17
EXHIBIT "J" Page 6 of 7
Section 16 & 17, Township 30 South, Range 25 East
1469

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Melanea Hough
Road Transfer: All of Clear Springs Mine Road

COUNTY DEED

THIS DEED, made this 20th day of January, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF BARTOW,** a Florida Municipal Corporation, whose address is, 450 N. Wilson Avenue, Bartow, Florida 33830, Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

All of Clear Springs Mine Road from US Highway 17 S to dead end east, less the portion vacated in Official Records Book 3764, Pages 1447 through 1450.

Including, but not limited to those parts of the rights-of-ways for Clear Springs Mine Road that lies within the above-described corridor, as depicted, or described in the following documents: Any deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor.

All lying and being in Section 16, Township 30 South, Range 25 East, Polk County, Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:
Polk County, Florida, a political subdivision of the state of Florida

By: _____
Martha Santiago. Ed. D., Chair
Board of County Commissioners

(Seal)

Polk County

Board of County Commissioners

Agenda Item R.31. 1/20/2026

SUBJECT

Approve Consultant Services Authorization (CSA) No. 25-054-01 with RS&H, Inc. (Consultant) to provide Construction, Engineering, and Inspection (CEI) services for the Rockridge Road Bridge 164138 Replacement Project. ($273,111.46 one-time expense)

DESCRIPTION

Bid 26-003 for the Rockridge Road Bridge 164138 Replacement Project has been advertised on Polk County's Procurement website and opened on November 05, 2025. County staff have negotiated with the Consultant to provide CEI services on the project. The estimated duration of the Consultant's services is 6 months.

Under this CSA, the Consultant will provide Polk County with CEI services to monitor the construction of the Rockridge Road Bridge 164138 Replacement Project. The Consultant is to perform these services at a cost not-to-exceed $273,111.46, as detailed in "Exhibit A".

RECOMMENDATION

Request the Board approve CSA No. 25-054-01 with the Consultant a cost not-to-exceed $273,111.46 for the Rockridge Road Bridge 164138 Replacement Project.

FISCAL IMPACT

Funds are budgeted and available in the Transportation Trust Fund.

CONTACT INFORMATION

Jose Fernandez, E.I., Project Manager
Roads & Drainage Division
(863) 535-2310

Jay M. Jarvis, P.E., Director
Roads & Drainage Division
(863) 535-2200

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000 (procedure)
CSA: If Construction is under $4,000,000;
OR for study activity if consultant fee is under $500,000- FS 287.055(CCNA))

CPO/CSA #: _____ (Assigned by Procurement)

To be completed by the requesting Division:

Date: 12/08/25 Division: Roads & Drainage

Project Manager's Name: Jose Fernandez Phone #: 863-535-2310

Project Name: Rockridge Rd Bridge 164138 Replacement

Total Project Budget: $ 2,700,000.00 Project #: 5400263

Estimate of Construction Cost: $ 2,121,000.00

Proposed Consultant: RS&H, Inc. Fee: $ 273,111.46

Master Consultant Agreement #25-054

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: _____ Date 12/22/25
Division Director/Designee

Procurement Division

Date Received: 12/24/25 Date Reviewed by Analyst: 12/29/25

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: 12/29/2025 Date Reviewed: 12/29/2025

Approved by: _____
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received: 12/31/2025 Date Reviewed: 12/31/2025

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to

Revised: 8/25/20(MS)

Selection Procedure for Consultants with Continuing Contracts

Division: R&D

Project Manager: Jose Fernandez

Step 1:

Review list for appropriate Expertise, Experience, and Personnel (List all consultants awarded a master agreement under the RFP)

Consultant	Expertise	Experience	Personnel	Local (Y/N)	Elevated for Consideration (Y/N)
AECOM	Y	Y	Y	Y	Y
E&R	Y	Y	Y	Y	Y
RS&H	Y	Y	Y	Y	Y
WSB	Y	Y	Y	N	Y

State justification for each firm not elevated and why:

Step 2:

Past performance on similar projects satisfactory (List all consultants elevated from Step 1)

Consultant	Has past performance been satisfactory (Y/N)	Elevated for Consideration(Y/N)
AECOM	Y	Y
E&R	Y	Y
RS&H	Y	Y
WSB	Y	Y

State justification for each firm not elevated and why:

Total amount of money the County has contracted with each Consultant elevated to Step 2 during the last 24 months.

Consultant	Contracted Amount	Elevated (Y/N)
AECOM		N
E&R		N
RS&H		Y
WSB		N

Step 4:

State justification, if the chosen consultant does not have the least amount of contract obligation.

Negotiations are on-going with the other firms.

Consultant Services Authorization

Firm	RS&H, Inc.
Master Agreement No.	25-054
CSA No.	25-054-01
Project Name	Rockridge Road Bridge 164138 Replacement
Project Description	The consultant will provide Construction, Engineering, and Inspection (CEI) services for the removal of Bridge 164138 and construction of Bridge 164561 along Rockridge Road.
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule Exhibit "D"-Insurance Documents
Duration (in days)	Through completion of all related work.
Compensation	Total Cost Not to Exceed: $ 273,111.46
Special Contract Conditions	None
Insurance Requirements	Professional Liability
Liquidated Damages	$ 0.00 Per Day
Budget Source/Availability	10104.540541095.5666000.5400263.74

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this __ day of _____, 20__ .

Attest:
STACY M. BUTTERFIELD

By:_____
Deputy Clerk

Date Approved by Board:_____

POLK COUNTY, a Political subdivision of the State of Florida

By:_____
Chairman
Board of County Commissioners

Review as to form and legal sufficiency
Noah Milo 12/29/25
County Attorney's Office Date

Attest:

Cathy A Scott
Asst. Corporate Secretary Cathy G. Scott

SEAL

Date: 12/12/2025

RS&H, INC.
CONSULTANT COMPANY NAME

William J Downey
Authorized Corporate Officer

William J. Downey Vice President
[Printed Name and Title]

Date: 12/12/2025

Brent Wilkins, PE, DBIA
AVP, CEI Area Leader
M 863.860.5881
Brent.Wilkins@rsandh.com
6850 New Tampa Hwy, Ste 300
Lakeland, FL 33815

December 1, 2025

Attn: Jose Fernandez, E.I. – Polk County

Subject: CEI Scope for the Rockridge Rd Bridge Project

Project Description/Scope of Services:
The following outlines the Construction Engineering Inspection (CEI) services for the Rockridge Rd Bridge project.

SCOPE OF SERVICES

CONSTRUCTION ENGINEERING INSPECTION (CEI) -

1. Provide full-time qualified Senior Inspector, part-time Inspector, part-time Project Administrator and part-time Senior Project Engineer (SPE) staff.

2. Provide materials testing lab services for all earthwork, concrete and asphalt, to be performed by Roberts Consulting Services, Inc.

3. Staff will provide on-site observations of the quality and progress of the contractor's work in order to determine if construction is proceeding in accordance with the Contract Documents.

4. Inspection staff to develop Daily Work Reports (DWRs) outlining contractor's work efforts and production, coordinate materials testing, and report to the SPE/Owner whenever inspector believes that any work is unsatisfactory, faulty or defective, or does not meet the requirements of the Contract Documents.

5. Senior Inspector will maintain a quantities log and review the quantities with the Contractor's Superintendent on a regular basis.

6. Senior Project Engineer (SPE) and Project Administrator will host/attend meetings with EOR, Owner and Contractor(s), such as pre-construction conference, progress meetings, and other project related meetings.

7. SPE/PA will review and provide comments on the Contractor's work schedule prior to submitting it to the Owner.

Brent Wilkins, PE, DBIA
AVP, CEI Area Leader
M 863.860.5881
Brent.Wilkins@rsandh.com
6850 New Tampa Hwy, Ste 300
Lakeland, FL 33815

8. SPE/PA will review and provide comments on all Shop Drawings, Submittals and RFIs/RFMs prior to submitting to the EOR.

9. SPE/PA will review quantities log and certify monthly progress payment applications.

10. Staff will conduct/coordinate substantial and final completion inspection meetings and prepare a punch list of items.

11. Assist EOR in the preparation of the final close-out documents.

Note: CEI services are based on a 6-month project work schedule. Any services provided beyond this time frame, may be subject to potential amendments and further compensations.

Polk County Rockridge Rd Bridge																
	2026												Man			
Construction Contract Time - 180 Days	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Months	Man-Hours	Labor	Total
RS&H																
CEI Senior Project Engineer	0.05	0.05	0.05	0.05	0.05	0.05							0.30	49.50	$ 15,483.11	
CEI Project Administrator	0.40	0.40	0.40	0.40	0.40	0.40							2.40	396.00	$ 66,429.00	
CEI Senior Inspector	1.00	1.00	1.00	1.00	1.00	1.00							6.00	1138.50	$ 135,632.92	
CEI Inspector			1.00	1.00	1.00								3.00	569.25	$ 50,315.44	
													0.00	0.00	$ -	
													0.00	0.00	$ -	
													0.00	0.00	$ -	
													0.00	0.00	$ -	
													0.00	0.00	$ -	
Subtotal													11.70	2153.25	$ 267,860.46	$ 267,860.46
Subconsultants																
Roberts Consulting Services, Inc. (Materials Lab)																$5,251.00
Subtotal																$5,251.00

RS&H	Rate
CEI Senior Project Engineer	$ 312.79
CEI Project Administrator	$ 167.75
CEI Senior Inspector	$ 119.13
CEI Inspector	$ 88.39

$273,111.46

Roberts Consulting Services, Inc.
FDOT Certified DBE / SBE

Materials Tesing
Services Estimate

Laboratory Services

Description	Unit Rate	Unit	Estimated Quantity	Sub-Total
Proctor - Standard (Embankment)	$ 135.00	per test	2	$270.00
Proctor - Modified (Stabilization, Base Material) (ASTM D1557)	$ 135.00	per test	1	$135.00
LBR (Type B Stabilization) (FM 5-515)	$ 350.00	per test	2	$700.00
Liquid Limit, Plastic Limit, and Plasticity Index (ASTM D4318)	$ 75.00	per test	3	$225.00
Sieve Analysis Per (ASTM C136)	$ 75.00	per test	3	$225.00
Organic Content	$ 75.00	per test	3	$225.00
Soil Classification Per (ASTM D2487)	$ 75.00	per test	3	$225.00
Asphalt Gradation Test	$ 200.00	per test	2	$400.00
Asphalt Density Test	$ 40.00	per test	7.00	$280.00
Compressive Strength - Concrete Cylinders (4"x8") (ASTM C39) - 5	$ 135.00	per set	10	$1,350.00
			Total Laboratory Services:	*$4,035.00*

Field / Inspection Services

Certified Earthwork & Concrete Inspector	$ 57.00	per hour	0	$0.00
Coring Operation and Expenses (2 Man Crew)	$ 114.00	per hour	0	$0.00
Pavement Core Rig	$ 250.00	per day	0	$0.00
Pre structure survey	$ 3,500.00	per each	0	$0.00
Post structure survey	$ 3,500.00	per each	0	$0.00
Vibration Monitoring	$ 500.00	per day	0	$0.00
Certified Asphalt Plant Inspector :	$ 76.00	per hour	16	$1,216.00
			Total Field Services:	*$1,216.00*

Engineering / Administrative Services

Technical Secretary	$ 57.00	per each	0	$0.00
QC Project Manager	$ 90.00	per each	0	$0.00
			Total Engineering / Administrative Services:	*$0.00*

Total Services Estimate:	$5,251.00

Additional Services (if requested)

Description	**Unit Rate**	**Unit**
CTQP Certified Asphalt Inspector	$60.00	per hour
Core Rig	$250.00	per day
Specialty Engineer	$150.00	per hour

Estimate Notes:

Estimate based on provided information, project quantities and associated minimum frequencies as outlined in the FDOT specifications, and documents. Roberts Consulting Services does not control the work schedule; Estimate does not include services beyond the above outlined scope. This fee schedule is project specific.

RS&H Architecture | Engineering | Consulting

301 E Pine Street, Suite 350
Orlando, Florida 32801
rsandh.com

MASTER SERVICES 2025

Polk County

Position	Range of Hourly Direct Rates		Range of Hourly Billing Rates	
CEI Senior Project Engineer	$ 85.31	$ 102.72	$ 259.77	$ 312.79
CEI Project Admin/Project Engineer	$ 55.00	$ 68.97	$ 167.48	$ 210.02
CEI Assistant Project Engineer	$ 44.10	$ 54.00	$ 134.29	$ 164.43
CEI Contract Support Specialist	$ 42.64	$ 52.10	$ 129.84	$ 158.65
CEI Senior Inspector	$ 33.20	$ 43.86	$ 101.10	$ 133.56
CEI Senior Bridge Inspector	$ 40.68	$ 49.08	$ 123.87	$ 149.45
CEI Senior ITS Inspector	$ 39.55	$ 46.33	$ 120.43	$ 141.08
CEI Inspector	$ 25.00	$ 30.33	$ 76.13	$ 92.36
CEI ITS Inspector	$ 28.08	$ 28.08	$ 85.51	$ 85.51
CEI Inspector's Aide	$ 20.80	$ 24.13	$ 63.34	$ 73.48

RS&H Architecture | Engineering | Consulting

301 E Pine Street, Suite 350
Orlando, Florida 32801
rsandh.com

LABOR MULTIPLIER CALCULATION

Direct Labor	1.00000
Overhead/General/Administrative	1.42310
FCCM	0.00536
Direct Expenses	0.19660
Subtotal	2.62506
Profit (16%)	0.42001
TOTAL MULTIPLIER	3.05

Fran McAskill
Director
Procurement Division

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

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2025

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

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

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.756.6599 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED RS&HINC RS&H, Inc. 10748 Deerwood Park Blvd South Jacksonville, FL 80237-0000	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Lloyd's of London — 85202 INSURER B : National Union Fire Ins Co of Pittsburg — 19445 INSURER C : New Hampshire Insurance Company — 23841 INSURER D : Westchester Surplus Lines Insurance Co — 10172 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 871524963 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			GL5489501	6/28/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA5309780	6/28/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
D	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			**G48655828001	6/28/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 30,000,000 $ 30,000,000 $ **See Below
C B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC072113410 (AOS) WC072113411 (CA)	6/28/2025 6/28/2025	4/1/2026 4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab Incl. Pollution			B0146LDUSA2504894	6/28/2025	4/1/2026	Per Claim Aggregate	$5,000,000 $5,000,000

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

**Umbrella limits are comprised of the following policies:
Primary $5M Policy # G48655828 001 Westchester Surplus Lines Insurance Company, effective dates 6/28/2025-4/1/2026
$5M 1st XS Policy #020744026 Lexington Insurance Company, effective dates 6/28/2025-4/1/2026
$5M 2nd XS Policy #XC3EX00722251 Everest Indemnity Insurance Company, effective dates 6/28/2025-4/1/2026
$5M 3rd XS Policy # EX-B444902A-25-NF Travelers Excess and Surplus Lines Company, effective dates 6/28/2025-4/1/2026
$10M 4th XS Policy # FFX 8018772548 The Continental Insurance Company, effective dates 6/28/2025-4/1/2026

NAMED INSURED LIST:
See Attached...

CERTIFICATE HOLDER

Polk County
3000 Sheffield Road
Winter Haven FL 33880

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

Gregg Bachtel

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AGENCY CUSTOMER ID: RS&HINC

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Edgewood Partners Ins Center	RS&H, Inc. 10748 Deerwood Park Blvd South Jacksonville, FL 80237-0000
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RS&H, Inc.
REYNOLDS, SMITH AND HILLS, INC.
RS&H ARCHITECTS-ENGINEERS-PLANNERS, INC. A NC CORP.
RS&H COMMERCIAL REALTY, INC.
RS&H MARYLAND, INC.
RS&H MASSACHUSETTS, INC.
RS&H MICHIGAN, INC.
HB&A, LLC
REYNOLDS, SMITH AND HILLS ARCHITECTS-ENGINEERS PLANNERS, PA A NJ PROFESSIONAL ASSOCIATION
RS&H ARCHITECT AND ENGINEER, PC, A NY CORP.
RS&H ALABAMA, INC.
RS&H ARKANSAS, INC.
RS&H CALIFORNIA, INC.
RS&H CONNECTICUT, INC.
RS&H IDAHO, P.C.
RS&H ILLINOIS, INC.
RS&H IOWA, P.C.
RS&H MISSISSIPPI, PC
RS&H MONTANA, P.C
RS&H NEVADA, INC.
RS&H OHIO, INC.
RS&H OREGON, ARCHITECTS-ENGINEERS-PLANNERS, PC
RS&H PENNSYLVANIA, INC.

Project Name GC: Rockridge Road Bridge
Project # 30042089XXX

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REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE)
Noah Milov ✓
Heather Bryan ___

FROM: Jose Fernandez (863) 535-2310 (Name and Phone Number) DATE: 12/08/2025

RETURN TO: Jose Fernandez, TR01 DIVISION: Roads & Drainage

BOARD AGENDA DATE: 01/20/2026 COUNTY MANAGER ITEM: ☐

PROJECT: Rockridge Road Bridge 164138 Replacement

CSA/CONTRACT NUMBER: 25-054-01

MODIFICATION NUMBER: _____ CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: RS&H, Inc.

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: _____

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest conveninence. THANK YOU.

For CAO Use Only:

County Attorney
DEC 29 2025

Assigned Staff: Noah Log-In Date: _____

CAO Project Number: 25-845 Log-Out Date: 12/29/25

Polk County

Board of County Commissioners

Agenda Item R.32. 1/20/2026

SUBJECT

Approve Modification No. 1 to Consultant Services Authorization (CSA) 2022-086-04 with DRMP, Inc. (Consultant) for the SR 33 @ Mt. Olive Road Project. ($18,460.00 one-time expense)

DESCRIPTION

The SR 33 @ Mt. Olive Road Project is included in the Roads & Drainage Division current year CIP. The Board approved CSA 2022-094-01 with the Consultant on June 18, 2024, for the design of widening Mt. Olive Road at the approach to SR 33. The approved not to exceed fee was $96,005.00. The plans are complete, and the permitting process with FDOT District One is ongoing. During the permitting process with FDOT, the FDOT has requested detailed traffic control plans to be submitted for their review. The Consultant did not include man-hours in his original fee request to cover the cost of preparing the traffic control plans. This CSA modification is necessary to allow the Consultant to prepare and submit traffic control plans to FDOT so that the permit can be issued.

RECOMMENDATION

Request Board approve Modification No. 1 to CSA 2022-086-04 with DRMP, Inc. (Consultant) for the SR 33 @ Mt. Olive Road Project. ($18,460.00 one-time expense) for a new total not to exceed fee of $114,465.00.

FISCAL IMPACT

Funds are budgeted and available in the Impact Fee Zone A Fund.

CONTACT INFORMATION

Douglas Gable, PE
Engineering Manager - Interim
Project Management Section
863-535-2285

Consultant Services Authorization - Modification

Firm	DRMP, Inc.
Master Agreement No.	22-086
CSA No. Modification No.	22-086.04 1
Project Name	SR 33 @ Mt. Olive Road
Project Description	intersection improvements
Project Exhibits and Attachments (Ex. B, C & D not required)	Exhibit "A" – Scope of Services
Duration : (Original): Additional days:	through completion of construction 0
Compensation (Original) Additional Compensation:	Total Cost Not to Exceed: $ 96,005 Total Cost Not to Exceed: $ 18,460
Special Contract Conditions	None in Modification
Insurance Requirements	Same requirement as original
Liquidated Damages	Same as original
Budget Source/Availability	12271.620524080.5666000.540244

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this _____ day of _____, 20_____.

Attest:
STACY M. BUTTERFIELD

By: _____
Deputy Clerk

Date Approved by Board: _____

POLK COUNTY, a Political Subdivision of the State of Florida

By: _____
Chairman
Board of County Commissioners

Review as to form and legal sufficiency
Noah Miller 12/9/25
County Attorney's Office Date

Attest:

DRMP, INC. CORPORATE SEAL 1977 FLORIDA

Corporate Secretary

SEAL

Date: 12.15.25

DRMP, Inc.
CONSULTANT COMPANY NAME

Authorized Corporate Officer

GLENN J LUSILK PRESIDENT
[Printed Name and Title]

Date: 12/10/2025

15310 Amberly Drive, Suite 310, Tampa, Florida 33647
Phone: 813.265.9800 | Fax: 813.265.9822
1.833.811.3767 | www.DRMP.com

September 24, 2025

Doug Gable, P.E.
Project Management
Polk County Roads & Drainage Division
P.O. Box 9005, Drawer TR05
Bartow, FL 33831-9005

Subject: **Mount Olive Road Turn Lanes - SA-1**

PART A PROJECT OBJECTIVE AND OVERVIEW

Background

Original scope of project was to widen Mount Olive Road to include new turn lanes in association with signalization improvements on SR 33 to be provided by the FDOT. The scope is to design a right turn lane along westbound Mount Olive Road to northbound SR 33. The project also includes a dedicated left turn lane from westbound to southbound traffic. Following services were included in the original project scope.

This Consultant Services Authorization (CSA) is required to perform the following services:

- Roadway and Drainage Design Services
- Construction Plans
- Right of Way Support and coordination as required (County to provide legal sketches and descriptions)
- SWFWMD Exemption Verification
- Signing and Pavement Marking Design Services
- Subsurface Utility Locates (VVH)
- Utility Coordination Services
- Post Design Services

PART B SCOPE OF SERVICES FOR SA-1

The design plans prepared by DRMP were reviewed by the FDOT through One Stop Permit (OSP) and recommended to include Temporary Traffic Control plans in the construction plans to receive the permit approval.

Under this scope of services, DRMP will prepare Temporary Traffic Control plans to satisfy FDOT requirements to get the One Stop Permit (OSP) approval.

Task 1 Project Management

DRMP will provide ongoing coordination with the County as required for project tasks, project design and development updates, updating project schedules, invoicing, and project reports. Also, coordinate with the FDOT to get the One Stop Permit (OSP) approval.

Task 2 Temporary Traffic Control Plans (TTCP)

DRMP will prepare TTCP plans by utilizing FDOT standard plans to generate TTCP plans and project specific details to satisfy FDOT OSP permit requirements.

Deliverables for Task 2:

- TTCP plans will be included in the final plans (PDF)

PART C PROJECT SCHEDULE

A design production schedule shall be submitted within 2 weeks following NTP and kept up to date throughout the design process.

PART D COMPENSATION

The Consultant will perform the above Scope of Services on an hourly rate fee basis up to the Not to Exceed amount of $18,460.00 as shown on the Fee Sheet Exhibit B. In the event the Scope of Services requires modifications at the request of the County, or unforeseen circumstances require additional work, an amendment will be required to make necessary adjustments. The fee schedule for this Scope of Services is shown in the attached Exhibit B.

Sincerely,
DRMP, Inc.



Scott Garth, PE, LEED AP

Polk County
Mt Olive Road Turn Lanes
Supplemental No. 1

Mt Olive Road Turn Lanes	Senior Project Manager I		Senior Engineer I (PE)		Engineer II		3-Person Vacuum Excavation SUE Crew		SUE Manager		Administrative Support II		Total	
	$250.00	$/MH	$235.00	$/MH	$120.00	$/MH	$240.00	$/MH	$180.00	$/MH	$85.00	$/MH		
	MHs	Cost	MHs	Cost	MHs	Cost	MHs	Cost	MHs	Cost	MHs	Cost	Hours	$
Task 1. Project Management	8	$ 2,000.00	20	$ 4,700.00	4	$ 480.00	0	$ -	0	$ -	0	$ -	32	$ 7,180.00
Task 2. Temporary Traffic Control Plans (TTCP)	8	$ 2,000.00	16	$ 3,760.00	46	$ 5,520.00	0	$ -	0	$ -	0	$ -	70	$ 11,280.00
Sub-Total	16	$ 4,000.00	36	$ 8,460.00	50	$ 6,000.00	0	$ -	0	$ -	0	$ -	102	$ 18,460.00

Grand Total = $ 18,460.00

DRMP

Exhibit "B"
Effective June 13, 2022

Administrative/Office Support	Rate
Administrative Support I	$75.00
Administrative Support II	$85.00
Senior Administrative Support	$120.00
Senior Administrative Supervisor	$130.00
Administrative Department Manager	$195.00
Reproduction Support	$80.00
Information Systems I	$95.00
Information Systems II	$125.00
Graphic Design	
Graphic Designer I	$85.00
Graphic Designer II	$130.00
Technical Writing	
Technical Writer I	$75.00
Technical Writer II	$90.00
Public Relations	
Public Relations I	$95.00
Engineering	
Engineering Technician I	$85.00
Engineering Technician II	$125.00
Engineer I	$110.00
Engineer II	$120.00
Engineer III	$170.00
Senior Engineer I (PE)	$235.00
Chief Engineer II (PE)	$250.00
Planning	
Planner I	$95.00
Planner II	$115.00
Senior Planner I	$140.00
Senior Planner II	$165.00
Construction Engineering Inspection (CEI)	
Inspector I	$62.00
Inspector II	$76.00
Senior Inspector I	$90.00
Senior Inspector II	$106.00
Specialist (Materials, Contract, IT, etc.)	$125.00
Project Administrator I	$140.00
Project Administrator II	$160.00
Inspection Manager	$185.00
Resident Engineer	$215.00
National Bridge Inspection Standards (NBIS)/Bridge Inspection	
NBIS Engineer	$200.00
NBIS Team Leader	$155.00
NBIS Team Member	$80.00
Expert Witness	
Expert Witness Research	$150.00
Expert Witness Testimony	$300.00
Designer	
Designer I	$144.00
Designer II	$156.00
Designer III	$168.00

Environmental	Rate
Environmental Scientist I	$80.00
Environmental Scientist II	$90.00
Environmental Scientist III	$115.00
Chief Environmental Scientist	$130.00
Senior Ecologist	$160.00
Geographic Information Systems (GIS)	
GIS Technician	$65.00
GIS Analyst I	$85.00
GIS Analyst II	$95.00
GIS Analyst III	$130.00
GIS Project Manager	$140.00
GIS Senior Project Manager	$185.00
Geomatics/Surveying and Mapping	
2-Person Survey Crew	$170.00
3-Person Survey Crew	$220.00
4-Person Survey Crew	$260.00
Survey Technician I	$105.00
Survey Technician II	$115.00
Survey Technician III	$120.00
Surveyor IV (PSM/PLS)	$150.00
Surveyor V (PSM/PLS)	$180.00
Surveyor VI (PSM/PLS)	$220.00
Surveyor VII Chief	$275.00
LiDAR (Remote Sensing)	
Mobile LiDAR Daily Rate (Equipment)	$4,500.00
Unmanned Autonomous System (UAS) Operator	$155.00
UAS Technician	$95.00
UAS LiDAR Daily Rate (Equipment)	$1,500.00
Ground Penetrating Radar (GPR)	
GPR Technician	$120.00
2-Person GPR/Concrete Imaging Crew	$185.00
Subsurface Utility Engineering (SUE)	
1-Person Utility Designate	$120.00
2-Person Utility Designate/Locate Crew	$185.00
3-Person Vacuum Excavation SUE Crew	$240.00
4-Person Vacuum Excavation SUE Crew	$285.00
SUE Manager	$180.00
Senior SUE Manager	$220.00
Utility Locate Coordinator	$150.00
Senior SUE Technician	$120.00
Management	
Project Manager I	$210.00
Senior Project Manager I	$250.00
Senior Project Manager II	$325.00
Supervising Engineer	$235.00
Department Manager I	$210.00
Department Manager II	$250.00
Division Manager I	$275.00
Division Manager II	$325.00
Principal	$405.00

15310 Amberly Drive, Suite 200, Tampa, Florida 33647
Phone: 813.265.9800 | Fax: 813.265.9822
1.833.811.3767 | www.DRMP.com

Polk County
RFP 22-242

August 12, 2022

DRMP, Inc. Multiplier

Base Rate:	**100%**
Overhead & Fringe Benefits:	**172.55**
Sub Total	**272.55**
12% profit	**32.706**
FCCM	**.265**
Expense	**4.14**
Multiplier	**3.09661**

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under $50,000 & construction is under $250,000
CSA: If Construction is under $7,500,000;
OR for study activity if consultant fee is under $500,000- (FS 287.055 CCNA)

CPO/CSA #: 22-086-04 MOD 1 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 11-14-25 Division: Roads and Drainage

Project Manager's Name: Doug Gable Phone #: 535-2285

Project Name: SR 33 @ Mt Olive Rd

Total Project Budget: $ 877,045 Project # 5400244

Estimate of Construction Cost: $ 208,246.12

Proposed Consultant: DRMP Fee: $ 96,005 original CSA
18,460 MOD 1
114,465 new total

Master Consultant Agreement # 22-086

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: _____ Date 11/14/25
Division Director/Designee

Procurement Division

Date Received: 11/18/25 Date Reviewed by Analyst: 11/19/25

Approved by: _____
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: 11-20-25 Date Reviewed: 11-21-25

Approved by: _____
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

Revised: 6/28/24(KB)

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Heather Bryan
Noah Milov ✓

FROM: Doug Gable 535-2285 (Name and Phone Number) DATE: 11-14-2025

RETURN TO: Doug Gable TR02 DIVISION: Roads & Drainage

BOARD AGENDA DATE: Jan 20 2026 COUNTY MANAGER ITEM: [redacted]

PROJECT: SR 33 @ Mt Olive Rd

CSA/CONTRACT NUMBER: 22-086-04

MODIFICATION NUMBER: 1 CHANGE ORDER NUMBER:

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: DRMP

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL:

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest conveninence. THANK YOU.

County Attorney

For CAO Use Only: NOV 20 2025

Assigned Staff: Noah Log-In Date:

CAO Project Number: 2025-750 Log-Out Date: 11-21-25

Polk County

Board of County Commissioners

Agenda Item R.33. 1/20/2026

SUBJECT

Approve an Interlocal Agreement Between Polk County and City of Auburndale for the intersection Design at CR-559 and Gapway Road (No Fiscal Impact)

DESCRIPTION

In May of 2022, the County and Auburndale jointly participated in a Transportation Master Plan identifying needed transportation infrastructure as development occurs within the Auburndale Utility Service Area to include city, county, and state roadways. The Auburndale Transportation Master Plan, as part of its future infrastructure improvements, recommended the installation of a roundabout to address the future failing level of service at the intersection of County Road 559 (CR-559) and Gapway Road/Lake Van Road. Auburndale advanced preliminary design of the roundabout at the Intersection to identify future right-of-way for needed sewer infrastructure at the Intersection. In March of 2025, the County agreed to move forward with the design of the roundabout concept at this intersection. As part of moving forward with this project, the County and Auburndale have prepared the attached Interlocal Agreement. As part of the agreement Auburndale has agreed to pay for the design of the roundabout at an estimated cost of $345,200. Once the design is complete, the County has agreed to evaluate the cost of the right-of-way needed for this project and determine if it is feasible to move forward with construction. The result of this determination will result in a subsequent Interlocal Agreement between the County and Auburndale.

RECOMMENDATION

Request Board Approve the Interlocal Agreement Between Polk County and City of Auburndale for the intersection Design at CR-559 and Gapway Road.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Jay M. Jarvis, P.E., Director
Roads & Drainage Division
(863) 535-2200

INTERLOCAL AGREEMENT BETWEEN POLK COUNTY AND CITY OF AUBURNDALE FOR THE INTERSECTION DESIGN AT CR-559 AND GAPWAY ROAD

This AGREEMENT is made and entered into by and between the City of Auburndale, Florida, a municipal corporation of the State of Florida, whose address is 1 Bobby Green Plaza, Aubumdale, 33823 ("AUBURNDALE") and Polk County, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 ("COUNTY"). AUBURNDALE, and COUNTY are referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, COUNTY and AUBURNDALE are authorized under Chapter 163, Florida Statutes, to enter into an Interlocal Agreement to make the most efficient use of their respective powers, resources, authorities, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services provided for herein in a manner that will best utilize existing resources, powers and capabilities available to each of them; and

WHEREAS, on or about May 2022, COUNTY and AUBURNDALE jointly participated in a Transportation Master Plan identifying needed transportation infrastructure as development occurs within the Auburndale Utility Service Area to include city, county, and state roadways; and

WHEREAS, the Auburndale Transportation Master Plan, as part of its future infrastructure improvements, recommended the installation of a roundabout to address the future failing level of service at the intersection of County Road 559 (CR-559) and Gapway Road/Lake Van Road (the "Intersection"); and

WHEREAS, AUBURNDALE advanced preliminary design of the roundabout at the Intersection to identify future right-of-way for needed sewer infrastructure at the Intersection; and

WHEREAS, on or about March 2025, COUNTY agreed to move forward with the roundabout concept at the Intersection; and

WHEREAS, COUNTY has identified roundabout improvements at the Intersection in COUNTY'S Capital Improvements Program; and

WHEREAS, COUNTY requires engineered construction documents for the roundabout to identify and acquire the necessary right-of-way at the Intersection; and

WHEREAS, COUNTY and AUBURNDALE mutually desire to enter this Interlocal Agreement ("Agreement") to authorize AUBURNDALE to complete design and engineering of the proposed roundabout at the Intersection (the "Design") for the estimated cost of THREE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED DOLLARS ($345,200.00); and

WHEREAS, COUNTY and AUBURNDALE mutually desire that this initial Agreement constitute the Design phase for the roundabout construction and any other associated, necessary improvements at the Intersection (the "Project"). The Parties acknowledge that a separate amendment to this Agreement will be required to define the scope, cost, and schedule for the right-of-way and construction phase of the Project. In addition, the Parties contemplate a future agreement in which COUNTY transfers ownership of portions of CR559 and Gapway Road/Lake Van Road to AUBURNDALE pursuant to Section 335.0415, Florida Statutes.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

ARTICLE I
RECITALS AND DEFINITIONS

1.1 **Recitals.** The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the Parties agree is the basis for this Agreement.

1.2 **Definitions.** The capitalized terms contained herein shall be defined as set forth in the above recitals or as specified in the following paragraphs.

ARTICLE II
PROJECT PHASING

2.1 The Parties agree this Agreement constitutes the initial agreement for the design phase only. The Parties agree that a separate amendment, acceptable to both Parties, will be required to define the scope, cost, and schedule for the construction phase of the Project. This Agreement does not include any construction services, and no construction work shall commence until a separate written amendment for the construction phase has been executed by both Parties.

2.2 Upon completion and both Parties' approval of the final Design phase, the Parties anticipate entering into the subsequent amendment for the right-of-way and construction phase. This subsequent amendment will incorporate the approved final design documents and will specify the scope of work, budget, schedule, and all other terms and conditions applicable to the construction of the Project.

ARTICLE III
AUBURNDALE'S RESPONSIBILITIES

3.1 **Scope of Work.** The Parties Agree that AUBURNDALE shall be solely responsible for the design of the roundabout at the Intersection, at an estimated cost of THREE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED DOLLARS ($345,200.00). This responsibility includes, but is not limited to, the provision, development, coordination, and procurement of all

necessary design documents, plans, specifications, drawings, and engineering services required for the Project.

3.2 AUBURNDALE shall survey and place stakes marking the Project's future right-of-way and construction limits.

3.3 AUBURNDALE shall comply with the Consultant's Competitive Negotiation Act (CCNA) as required by Section 287.055, Florida Statutes.

3.4 AUBURNDALE shall maintain open communication with COUNTY through the assigned project manager and provide periodic progress reports and documentation about the Design as requested by COUNTY.

ARTICLE IV
COUNTY'S RESPONSIBILITIES

4.1 Upon receipt of the final Design from AUBURNDALE, the COUNTY shall evaluate the cost feasibility of acquiring the necessary right-of-way. If the COUNTY determines that the acquisition is feasible, necessary, and serves a demonstrated public purpose, the COUNTY shall proceed with the right-of-way acquisition in accordance with applicable law. Nothing in this Agreement obligates the COUNTY to acquire right-of-way if, in its sole discretion, it determines that such acquisition is not feasible or does not serve a demonstrated public purpose and necessity.

ARTICLE V
MISCELLANEOUS PROVISIONS

5.1 **Public Records.** The Parties mutually acknowledge their respective obligations to comply with the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and each Party agrees to cooperate with the other in such compliance.

5.2 **Notice.** The Parties hereby agree and understand that written notice, mailed or delivered, shall constitute sufficient notice to the COUNTY and AUBURNDALE. All written notices required and made pursuant to this Agreement shall be in writing and given by way of recognized overnight delivery services, or by United States Postal Services, first class mail, postage prepaid, addressed to the following addresses of record:

5.2.2 Notices to POLK COUNTY shall be:

Polk County
Attn: County Manager
330 W. Church Street
Bartow, Florida 33831

With a copy to:
(which shall not constitute notice)
Polk County

Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, Florida 33831

With a copy to:
(which shall not constitute notice)
Division Director
Polk County Roads and Drainage Division
P.O. Box 9005, Drawer TR01
Bartow, Florida 33831

5.2.3 Notices to AUBURNDALE shall be:

City Manager
City of Auburndale
P.O. Box 186
Auburndale, FL 33823

With a copy to:
(which shall not constitute notice)
Frederick J. Murphy, Jr., Esquire
City Attorney
Boswell & Dunlap LLP
P.O. Drawer 30
Bartow, FL 33831-0030

With a copy to:
(which shall not constitute notice)
Director of Public Works
City of Auburndale
P.O. Box 186
Auburndale, FL 33823

5.3 **Severability.** All clauses contained herein shall act independently of each other. If any section, phrase, sentence, or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

5.4 **Counterparts.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

5.5 **Effective Date and Term.** This Agreement shall become effective upon execution by both Parties and recording in the Official Records of Polk County (the "Effective Date"). The County shall record this Agreement and any amendments hereto as soon as reasonably possible following the execution by both Parties. This Agreement shall remain in

effect through the completion of the Design concept and the COUNTY'S determination of feasibility regarding right-of-way acquisition.

5.6 **Days.** The term days in this Agreement shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday, or legal State of Florida or federal holiday, or holiday recognized by the City ("Holiday") the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday, or Holiday.

5.7 **Default and Remedy.** If any Party materially defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from a non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the materially defaulting Party (after expiration of the foregoing cure period), and (ii) pursue any and all remedies available in law, equity, and under this Agreement (after expiration of the foregoing cure period).

5.8 **Limitation of Liability.** IN NO EVENT, SHALL ANY PARTY BE LIABLE UNDER THIS AGREEMENT TO ANY OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, RELATING TO, IN CONNECTION WITH, OR RESULTING FROM ANY BREACH OF THIS AGREEMENT BY THE DEFAULTING PARTY, WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY, OR OTHERWISE.

5.9 **Waiver.** Failure by the Parties to insist upon strict performance of any covenant, term, provision, or condition of this Agreement, or to exercise any right or option contained herein, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but shall remain in full force and effect.

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

6.2 **Amendments.** This Agreement may only be modified or extended in time by a written instrument, mutually accepted by the Parties and executed with the same formality as this Agreement. No oral modifications will be effective or binding. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written amendments hereto, the provisions of the latest executed instrument shall take precedence.

6.3 **Governing Law and Venue.** This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance

with the applicable laws of the State of Florida, and the ordinances, rules, and regulations of Polk County and/or the City. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

6.4 **Assignment.** This Agreement may not be assigned in whole or in part without the written approval of all Parties. Any such assignment or attempted assignment shall be null and void.

6.5 **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

6.6 **Integration.** This Agreement, including referenced plans, exhibits, and attachments hereto, shall constitute the entire agreement between the Parties and shall supersede, replace, and nullify any and all prior agreements or understandings, either written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Agreement on the date indicated below.

CITY OF AUBURNDALE
CITY COMMISSIONERS

By: _____
Alexander S. Cam, Mayor

Date: December 15, 2025

POLK COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Martha Santiago, Board Chair

Date: _____

ATTEST:
Brandon Henry, City Clerk

By: _____

Print Name: Brandon Henry

Title: City Clerk

(SEAL)

ATTEST:
Stacy M. Butterfield, Clerk to the Board

By: _____

Print Name: _____

Title: _____

(SEAL)

Reviewed as to Form and Legal Sufficiency

By: _____ 12-15-25
Frederick J. Murphy, Jr., City Attorney Date

Reviewed as to Form and Legal Sufficiency

By: _____
County Attorney's Office Date

Polk County

Board of County Commissioners

Agenda Item R.34. 1/20/2026

SUBJECT

Approval of Interlocal Bulk Wastewater Service Agreement between Polk County and Tohopekaliga Water Authority. (represents approx. $5,400 continuing monthly operating expenses)

DESCRIPTION

On July 25, 2001, the County entered into a Bulk Wastewater Treatment Agreement with the Florida Governmental Utility Authority ("FGUA") to connect the County's North Lake Pierce Wastewater System (part of the County's East Regional Utility Service Area (ERUSA)) to FGUA's Poinciana Wastewater System. On October 20, 2006, based upon the Restated Bulk Wastewater Treatment Agreement between the County and FGUA, the County agreed to pay FGUA a monthly capacity charge which was in addition to normal customer and usage charges for the bulk wastewater treatment services FGUA was providing.

The Tohopekaliga Water Authority (TOHO) has since acquired FGUA's interests in and to the Poinciana Wastewater System. The County now desires to secure Interim Bulk Wastewater Service from TOHO to serve the County's ERUSA, memorialize service areas, and establish the basis for monthly services and fees. TOHO has the facilities and capacity to provide the requested wastewater service to the County, which will be accomplished as detailed within the Interlocal Bulk Wastewater Service Agreement referenced herein. It is anticipated that this agreement will remain in effect until Polk County Utilities brings a new Wastewater Treatment Facility online to serve its East Regional Utility Service Area.

RECOMMENDATION

Request Board approve Interlocal Bulk Wastewater Service Agreement between Polk County and Tohopekaliga Water Authority.

FISCAL IMPACT

Utilities operating funds are budgeted and available for monthly charges to TOHO of approximately $5,400 per month based upon actual metered wastewater flow.

CONTACT INFORMATION

James Tully, PE, PG
Capital Improvement Program Manager
863-344-1848

jamestully@polk-county.net <mailto:jamestully@polk-county.net>

TERMINATION OF RESTATED BULK WASTEWATER TREATMENT AGREEMENT

THIS TERMINATION OF A RESTATED BULK WASTEWATER TREATMENT AGREEMENT (this "Termination") is made as of the effective date stated below by POLK COUNTY (the "County"), a political subdivision of the State of Florida, and TOHOPEKALIGA WATER AUTHORITY ("TOHO"), an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature.

W I T N E S S E T H:

WHEREAS, on or about October 20, 2006, County and the Florida Governmental Utility Authority ("FGUA") entered into a Restated Bulk Wastewater Treatment Agreement (the agreement, together with all subsequent amendments, is the "Agreement") which addressed FGUA providing bulk wastewater treatment to certain areas within the County's East Regional Utility Service Area near Lake Pierce through FGUA's Poinciana Wastewater System; and

WHEREAS, TOHO is the successor in interest to FGUA's Poinciana utility system assets to include the assets that provide bulk wastewater treatment pursuant to the Agreement; and

WHEREAS, County and TOHO are entering into an Interlocal Bulk Wastewater Service Agreement (the "Replacement Agreement") which will replace the Agreement in its entirety, and desire to concurrently terminate the Agreement.

NOW, THEREFORE, County and TOHO hereby terminate the Agreement, effective as of the Replacement Agreement Effective Date.

IN WITNESS WHEREOF, County and TOHO have caused this Termination to be duly executed as of the dates indicated below their signatures.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Date: _____

Reviewed as to form and legal sufficiency:

By: _____
County Attorney's Office

ATTEST:

_____
Tom White, Secretary
Board of Supervisors

TOHOPEKALIGA WATER AUTHORITY

By: _____
Henry Thacker, Chair
Board of Supervisors

Date: _____

Reviewed as to form and legal sufficiency

By: _____

INTERLOCAL BULK WASTEWATER SERVICE AGREEMENT
BETWEEN
POLK COUNTY, FLORIDA,
AND TOHOPEKALIGA WATER AUTHORITY

This Interlocal Bulk Wastewater Service Agreement ("Agreement") is made and entered into as of the Effective Date, defined in Section 3.14 below, by and between POLK COUNTY (the "County"), a political subdivision of the State of Florida, and TOHOPEKALIGA WATER AUTHORITY ("TOHO"), an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature.

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act of 1969, as amended, authorizes local governmental units to enter into Interlocal Agreements for the mutual benefit of the governmental units; and

WHEREAS, Section 125.01, Florida Statutes, Powers and Duties, authorizes the County to provide water and wastewater services; and

WHEREAS, TOHO was created as an independent special district in 2003 by a special act of the Florida Legislature as codified in Chapter 2003-368, Laws of Florida; and

WHEREAS, TOHO owns and operates potable and non-potable water and wastewater treatment facilities within designated services areas located in Polk County, Florida; and

WHEREAS, on July 25, 2001, County entered into a Bulk Wastewater Treatment Agreement with the Florida Governmental Utility Authority ("FGUA") to connect County's North Lake Pierce Wastewater System to FGUA's Poinciana Wastewater System; and

WHEREAS pursuant to an October 20, 2006, Restated Bulk Wastewater Treatment Agreement between County and FGUA, County agreed to pay FGUA a monthly capacity charge of $2,433.00 which is a prorated connection fee, the payment of which was in addition to normal customer and usage charges for the bulk wastewater treatment services FGUA was providing the County; and

WHEREAS, TOHO subsequently acquired FGUA's interests in and to the Poinciana Wastewater System and has continued to provide bulk wastewater service to the North Lake Pierce Wastewater System in accordance with the Restated Bulk Wastewater Treatment Agreement; and

WHEREAS, County now wishes to secure Interim Bulk Wastewater Service from TOHO to serve that portion of the County's wastewater service area commonly referred to as the East Regional Utility Service Area ("ERUSA"), the boundaries of which are depicted on the

attached **Exhibit "A"** and which is inclusive of County's North Lake Pierce Wastewater System; and

WHEREAS, TOHO has the capacity to provide Bulk Wastewater Service for the wastewater generated from County's ERUSA; and

WHEREAS, County and TOHO (individually, a "Party" and collectively "the Parties" to this Agreement) agree that TOHO providing Bulk Wastewater Service to County will benefit both Parties;

WHEREAS, as it is intended that this Agreement will replace the Restated Bulk Wastewater Agreement between County and FGUA in its entirety, the parties are concurrently executing a separate termination of that agreement.

NOW THEREFORE, in consideration of the premises hereof, mutual covenants contained herein, and other good and valuable consideration, the Parties hereby covenant and agree as follows:

ARTICLE I
RECITALS AND DEFINITIONS

1.1 **Recitals**. The Recitals stated above are true and correct, and are incorporated into this Agreement.

1.2 **Purpose of the Agreement**. This Agreement describes the terms and conditions by which TOHO will provide Bulk Wastewater Service to the County's ERUSA.

1.3 **Definitions**. In interpreting this Agreement, the following words, phrases, and terms shall have the following meanings unless the context clearly indicates otherwise.

1.3.1 Agreement: this Agreement as it may from time to time be modified.

1.3.2 Interim Bulk Wastewater Service: the collection, transmission, treatment, and disposal of wastewater on a temporary basis in accordance with all applicable governmental requirements and regulations.

1.3.3 Connection Point: a physical location where the County Wastewater System joins with TOHO's Wastewater System. For the purpose of this Agreement, the Connection Point shall be the flow meter at the location shown in **Exhibit "B"**.

1.3.4 Consumption Charge: the unit rate per thousand gallons per month charged by TOHO for a master-metered wastewater connection to the TOHO Wastewater System.

1.3.5 County Wastewater System: those ERUSA facilities that are employed for the acquisition, collection, transmission, treatment, and disposal of wastewater that are owned, operated, maintained, and replaced by County.

1.3.6 Gallons per Day ("GPD"): the annual average daily flow expressed in U.S. gallons.

1.3.7 Monthly Base Charge: the monthly base rate charged by TOHO for a master-metered wastewater connection to the TOHO Wastewater System. For the purpose of this Agreement, the Monthly Base Charge will be based on an 8" meter in accordance with wastewater rates approved by the TOHO Board of Supervisors.

1.3.8 TOHO Wastewater System: those facilities employed for the acquisition, collection, transmission, treatment, and disposal of wastewater that are owned, operated, maintained, and replaced by TOHO.

Any capitalized terms defined elsewhere in this Agreement shall when used herein have the ascribed meaning and definition.

ARTICLE II
TERMS AND CONDITIONS

2.1 **Interim Bulk Wastewater Service**

2.1.1 Wastewater Service. Commencing on the Effective Date , TOHO shall provide continuous Interim Bulk Wastewater Service for County's ERUSA which shall not exceed 250,000 GPD annual average daily flow. County shall pay TOHO charges for the service in accordance with Section 2.4, below.

2.1.2 Connection Point. The Connection Point of the County Wastewater System to the TOHO Wastewater System shall be at the location shown in **Exhibit "B"**. The Connection Point consists of an existing flow metering station where the County's Wastewater System currently discharges to the TOHO Wastewater System through an existing 8" force main as shown in **Exhibit "B"**.

2.1.3 The County will operate and maintain the County Wastewater System in compliance with Chapter 62-604, F.A.C., including requirements to take corrective actions if excessive inflow and infiltration cause a sanitary sewer overflow. In the event that the annual average daily flow shall exceed 250,000 GPD, TOHO may elect to prohibit additional connections to the County Wastewater System.

2.2 **Utility Service Areas**. A Party shall not directly serve or offer to serve any wastewater customer within the other Party's utility service area, on a temporary or permanent basis, unless the Parties have entered a separate written agreement to do so. The Parties agree that the line of demarcation between their respective Wastewater Systems in the vicinity of the ERUSA is the boundary depicted in the attached **Exhibit "A"**. Accordingly, any customers that have or will individually and directly connect to the TOHO Wastewater System shall be customers of TOHO and shall pay the applicable TOHO rates, fees, charges, and deposits for wastewater service; and any customers that have or will

individually and directly connect to the County Wastewater System shall be customers of County and shall pay the applicable County rates, fees, charges, and deposits for wastewater service.

2.3 **Metering**.

2.3.1 County's existing flow meter at the Connection Point shown in **Exhibit "B"** shall measure the wastewater flow from County's Wastewater System to the TOHO Wastewater System. County, at its expense, shall perform annual calibration testing of the meter and shall forward the results of each test to TOHO. The metering equipment shall remain the property of County, and County shall be responsible for the operation, maintenance, and replacement of the meter. TOHO shall have the right to review and approve the type of meter, which approval shall not be unreasonably withheld. TOHO shall have reasonable access to the flow meter, shall perform the meter reading, and shall prepare and submit the bill to County based thereon.

2.3.2 The metering equipment will be an 8" magnetic flow meter manufactured by McCrometer, installed at a readily accessible location and shall record the flow with an error not to exceed plus or minus two percent (± 2%) of true accuracy for full-scale reading, suitable for billing purposes. If the meter is found to be in error exceeding two percent (2%) of true accuracy, it will be recalibrated by County to the satisfaction of TOHO. If such an error occurs, billing for the time period since the last meter check will be adjusted based on the assumption that the meter error occurred for one-half of the entire time interval between accuracy checks by either Party. The billing adjustment will be made at the same rate valid for the respective time period and the wastewater volume will be adjusted as described herein. In the event the meter is found to be in error as described above on two or more occasions, the Parties agree to mutually agree on a solution including without limitation repair and/or replacement of the metering equipment at County's cost.

2.3.3 TOHO reserves the right to connect the flow meter described in Section 2.3.1 above to TOHO's Supervisory Control and Data Acquisition / Advanced Metering Infrastructure "(SCADA/AMI") system in order to obtain readings for monthly billing in addition to obtaining flow data at different time intervals. TOHO will share all flow data obtained by the SCADA/AMI system with County at County's request. County agrees to allow TOHO to utilize an existing 110-volt power source for the SCADA/AMI equipment at no cost to TOHO.

2.4 **Bulk Wastewater Service Charges.** County shall pay a Consumption Charge to TOHO for Interim Bulk Wastewater Service in an amount equal to ninety percent (90%) of Toho's Wastewater Monthly Base Charge for an 8" meter and ninety percent (90%) of its Commercial Class – All Use Wastewater Usage Rate. County shall pay a Monthly Base Charge to TOHO for Bulk Wastewater Service in accordance with TOHO's rate schedule in effect at the time of service. The Monthly Base Charge shall be calculated based on an 8-inch meter size. TOHO shall provide County with a monthly invoice and itemized billing

statement identifying each charge and the total due. County shall pay each invoice within thirty (30) days of receipt. TOHO shall not bill any other party for the Interim Bulk Wastewater Service it provides pursuant to this Agreement. The Consumption Charge shall be adjusted periodically, as needed, to reflect an amount equal to ninety percent (90%) of Toho's then current commercial sewer service rate.

2.5 **Regulatory Compliance and Disclosure**. Each Party shall comply with all local, state, and federal regulations regarding wastewater collection and transmission systems. TOHO shall comply with all state, regional, and federal requirements and rules applicable to the provision of bulk wastewater service to the public. Neither Party guarantees any special service, quality, capacity, availability, or other facility other than what is required to fulfill that Party's duty of reasonable care to the customers to whom it provides wastewater service.

ARTICLE III
MISCELLANEOUS PROVISIONS

3.1 **Disclaimer of Third-Party Beneficiaries**. This Agreement is solely for the benefit of the Parties herein, and no right or cause of action will accrue upon or by reason hereto or for the benefit of any third party.

3.2 **Service Term**. This Agreement will commence upon the Effective Date and continue until its termination as described in Section 3.3.

3.3 **Termination**. The Parties may at any time mutually consent to terminate the Agreement. Termination of the Agreement shall be contingent on County's ability to obtain the necessary funding and permits to secure reasonable alternative wastewater service to the ERUSA. The termination shall be effective on the date both the following have occurred: (i) County ceases discharge to the TOHO Wastewater System and directs such discharge to the County Wastewater System or an alternative service provider, and (ii) County remits final payment to TOHO for its Bulk Wastewater Services in accordance with Section 2.4 above. The foregoing notwithstanding, if this Agreement remains in place as of January 1, 2030, the Parties agree to meet in good faith to negotiate any amendments either Party believes may be necessary and upon mutual agreement, to timely prepare and execute the same.

3.4 **Notices**. Any notices regarding this Agreement will be sent in writing to the following addresses, or at such other address as each Party may indicate by notice given to the other Party:

Utilities Director
Polk County Utilities Division
1011 Jim Keene Boulevard
Winter Haven, Florida 33880

CEO/Executive Director
Tohopekaliga Water Authority
951 Martin Luther King BlvdKissimmee, Florida 34741

With Copies to:

County Attorney
County Attorney's Office
330 W. Church Street
Bartow, Florida 33830

Office of the General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Notice must be written and delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service and addressed to the Party for whom it is intended at the place last specified by the Party. Notice shall be effective upon receipt or refusal to accept receipt. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 3.4.

3.5 **Severability**. If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.

3.6 **Breach; Remedy**.

3.6.1 In the event of breach of this Agreement by a Party ("Breaching Party"), the Party suffering the breach ("Serving Party") shall serve upon the Breaching Party a written notice of breach ("Notice of Breach") detailing the Breaching Party's non-compliance with the obligations set forth in this Agreement. A Breaching Party shall have a cure period ("Cure Period") of thirty (30) calendar days after receipt of the Notice of Breach within which to cure or otherwise comply with those obligations violated and set forth in the Notice of Breach. If the Breaching Party fails to timely cure or otherwise comply with such violated obligations, then, unless the Breaching Party's failure to cure or otherwise timely comply with those obligations violated is due to an event of Force Majeure, the Serving Party may, subject to the mediation requirements of Section 3.15 below, pursue any and all remedies available in law, equity, and under this Agreement.

3.6.2 So long as County timely pays undisputed service bills, Toho shall not use any non-payment by County of disputed service bills as reason to suspend or terminate service.

3.7 **Assignment**. No Party may assign this Agreement to a third party unless the other Party consents in a mutually agreeable written joinder agreement by and among the Parties and the third-party assignee. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties to the same extent as if each successor and assign were named as a party hereto.

3.8 **Liability and Hold Harmless**. Each Party shall to the extent allowed under Section 768.28, Florida Statues, indemnify and hold the other Party harmless from and against all claims, loss, damage and expense, including without limitation attorneys' fees, costs and expenses (both trial and appellate), arising from the negligent acts or omissions of the indemnifying Party's officers, and employees, related to its performance under this Agreement; provided, however, the indemnifying Party's responsibilities with respect to such liability shall not exceed the limits (the "Liability Limits") of liability stated in section 768.28(5), Florida Statues (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability or any other legal theory. This section is not intended and does not establish a contractual obligation whereby any Party undertakes responsibility to any other (third) party for any liability. This provision does not constitute a waiver of the Parties' sovereign immunity under Section 768.28, Florida Statutes or extend the Parties' liability beyond the limits established in Section 768.28, Florida Statutes.

3.9 **Limitations of Liability**. IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY, OR OTHERWISE.

3.10 **Time of the Essence**. Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

3.11 **Applicable Law**. This Agreement is an Interlocal Agreement as provided for in Florida Statutes, Section 163.01, as the same may be amended from time to time , and said statute is hereby incorporated herein by reference. Any Agreement terms in conflict therewith will be governed by the statute. This Agreement and the provisions contained herein will be construed, controlled, and interpreted according to the laws of the State of Florida, including all rules relating to permitting, construction, enforcement, and conflicts of laws.

3.12 **Entire Agreement; Effect on Prior Agreements**. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

3.13 **Venue, Jury Trial; Attorneys' Fees, Costs and Expenses**. Venue for all actions will lie either in Polk County, if initiated by Toho, or in Osceola County, if initiated by County, in the State of Florida. Each Party waives the right to a jury trial. Each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to, or resulting from this Agreement, which will include without limitation applicable court costs at every stage, including appellate proceedings.

3.14 **Effective Date**. This Agreement will become effective on the date (the "Effective Date") a fully executed counterpart of the Agreement is filed with the Clerk of the Circuit Court of Polk County, and with the Clerk of the Circuit Court for Osceola County, each in accordance with Section 163.01, Florida Statutes. County is responsible for filing a fully executed Agreement counterpart with the Clerk of Polk County; TOHO is responsible for filing a fully executed Agreement counterpart with the Clerk of Osceola County. After doing so, each Party will provide the other Party a certified copy of the filed Agreement.

3.15 **Mediation**. If there is a dispute between the Parties arising out of or related to this Agreement which cannot be resolved by the County Manager and the TOHO Executive Director, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise (to include without limitation a failure of Bulk Wastewater Service to the ERUSA), prior to commencing any legal action or proceeding, the Parties will refer their dispute to non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Parties who has experience in mediating disputes of a similar nature. The Parties will use a mediation procedure agreeable to the Parties and the mediator. The Parties will mediate the dispute in good faith, be bound by any resulting mediation agreement, equally share the costs of mediation, and timely pay the same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute until (i) the mediator has declared the Parties are at an impasse, or (ii) one or all Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Florida Statutes, Chapter 164.

3.16 Uncontrollable Forces (Force Majeure)

3.16.1 Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be in default of this Agreement if the Party's failure to perform its Agreement

obligations is due to Uncontrollable Forces. The term "Uncontrollable Forces" shall mean any extraordinary event beyond the reasonable control of the nonperforming Party that prevents or delays the Party from performing its Agreement obligations and which the Party could not avoid by the exercise of reasonable diligence and due care. It includes, but is not limited to fire, flood, earthquakes, storms, epidemic, pandemic, war, riot, and civil disturbance.

3.16.2 Within twenty-four hours after an Uncontrollable Force prevents or delays a Party from performing its Agreement obligations, the nonperforming Party shall give written notice to the other Party describing the circumstances and the Uncontrollable Force temporarily preventing it from performing its Agreement obligations.

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

3.16.4 Neither Party shall be excused from performance if its nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.

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

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Reviewed as to form and legal sufficiency:

By: _____
County Attorney's Office

Date: _____, 202__

ATTEST:

_____
William Land, Secretary
Board of Supervisors

TOHOPEKALIGA WATER AUTHORITY

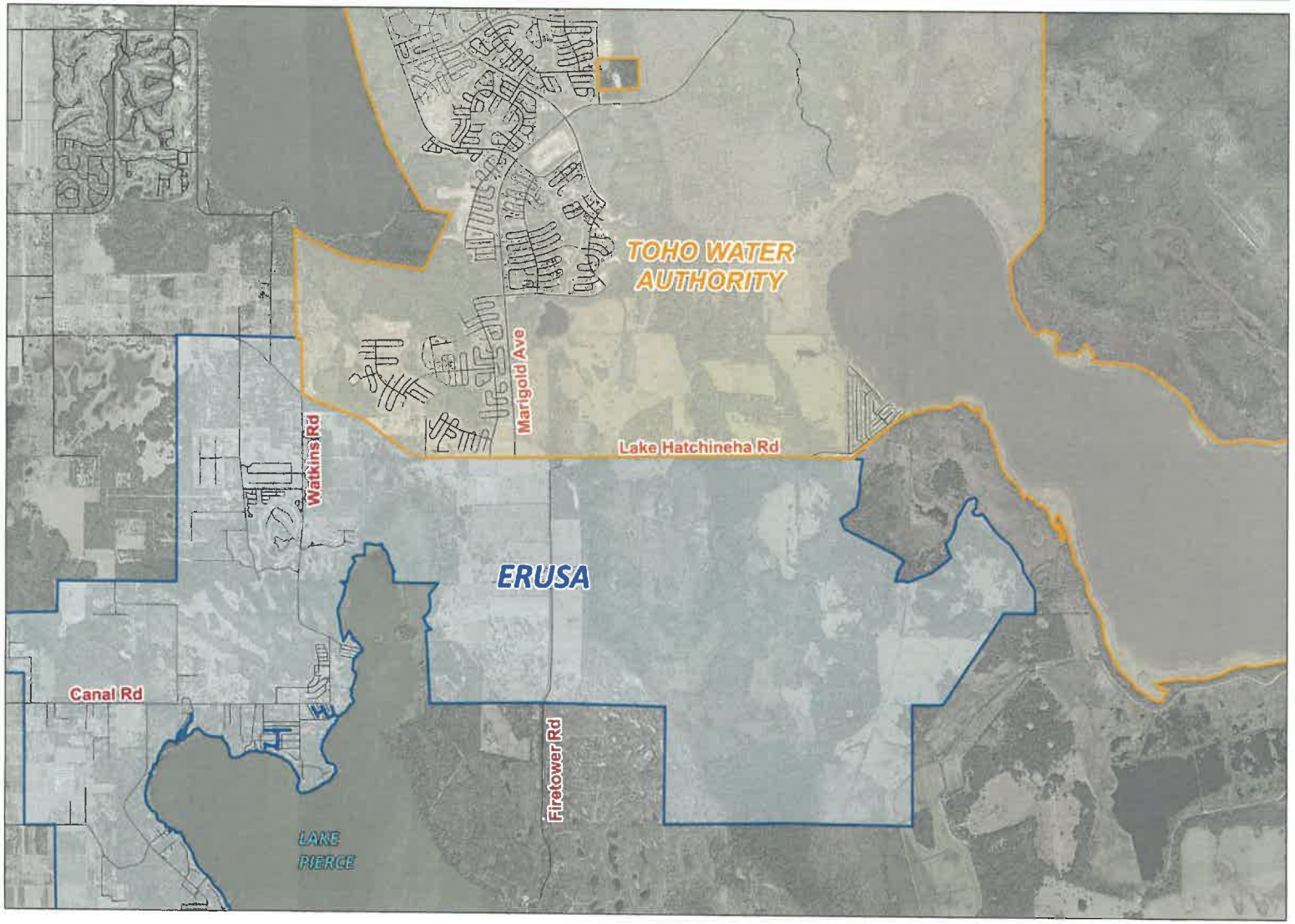
By: _____
Henry Thacker, Chair
Board of Supervisors

Date: _____, 202___

Reviewed as to form and legal sufficiency

By: _____

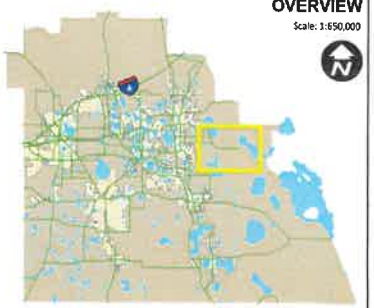
EXHIBIT "A"
EAST REGIONAL UTILITY SERVICE AREA BOUNDARY



POLK COUNTY

POLK COUNTY OVERVIEW

Scale: 1:650,000



LEGEND

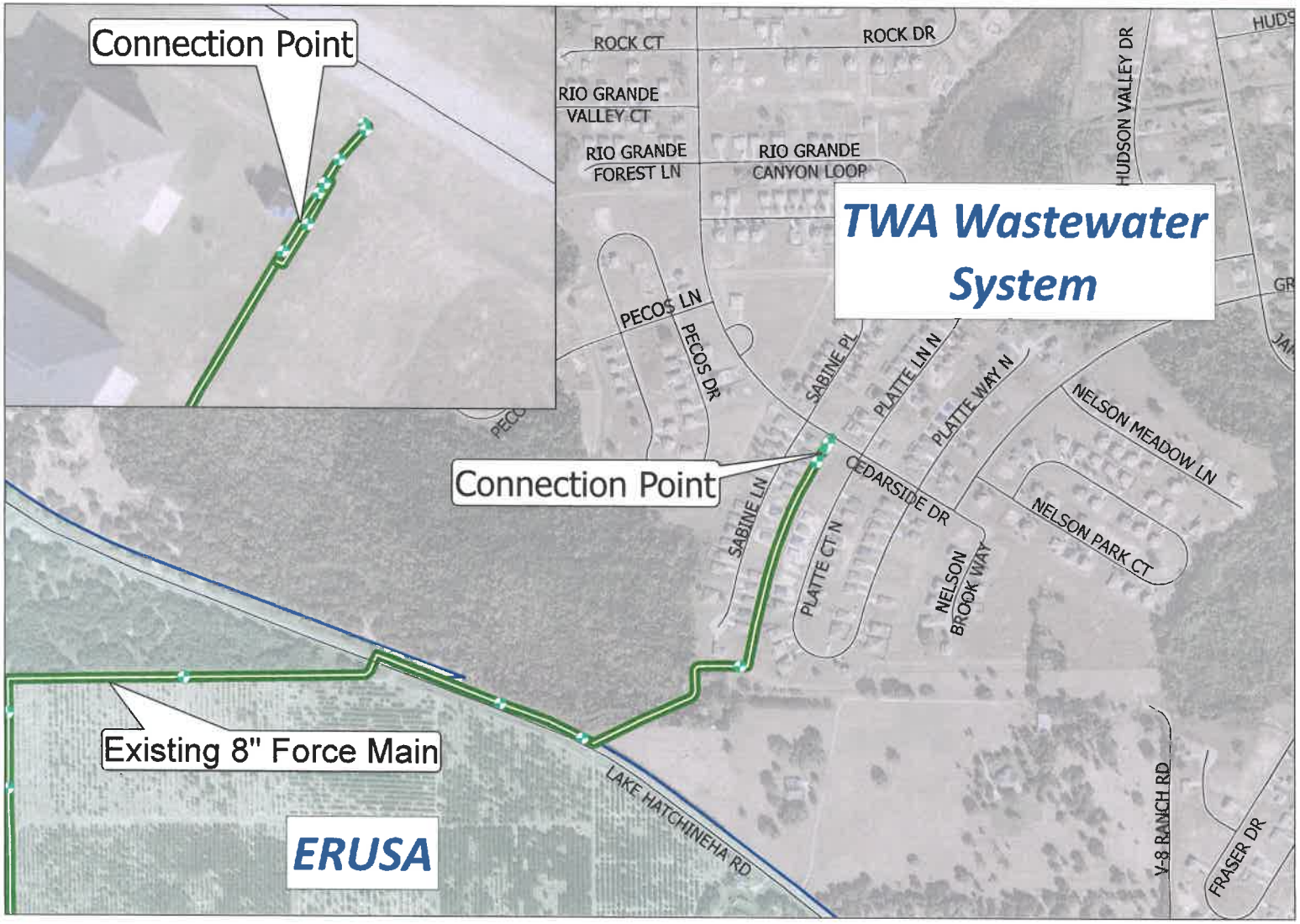
- East Regional Utility Service Area
- TOHO Water Authority Service Area

0 2,000 4,000 Feet

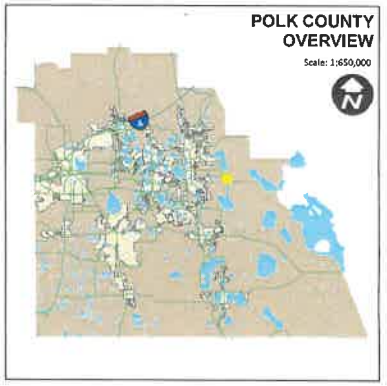
Data Source(s): Polk County BoCC
Coordinate System: NAD 1983 (2011) StatePlane Florida West FIPS 0902 (US Feet)

Map Disclaimer
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EXHIBIT 'B'
CONNECTION POINT



POLK COUNTY



LEGEND

- East Regional Utility Service
- TOHO Utility Service Area
- Force Main (Wastewater)
- System Valve (Wastewater)
- Center Line

0 90 180 360 540 720 US Feet

Data Source(s): Polk County BoCC
Coordinate System: NAD 1983 (2011) StatePlane Florida West FIPS 0902 (US Feet)

Map Disclaimer

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BACKUP DOCUMENTS

POLK COUNTY

COPY

Project Checklist

- Project Name: Interlocal Bulk Wastewater Service Agreement between Polk County and Tohopekaliga Water Authority (TOHO)
- Project Location: East Regional Utility Service Area
- Source of Funds: Funding is available in Polk County Utilities Operating Fund
- Project Cost Summary: Polk County will remit monthly charges to TOHO of approx. $5400 based upon actual metered wastewater flow.
- Certifications: This request has been reviewed by:

James Tully, PE, PG
Capital Improvement Program Manager

Charles Richards, CPA
Customer Service/Finance Manager

Tamara Richardson, PE
Utilities Division Director

REQUEST FOR LEGAL SERVICES

COPY

To: **County Attorney's Office- Attention : Tom Norsworthy**

From: Tamara Richardson, P.E. Utilities Director

Division: Utilities

Prepared by: Emily Perez **Phone Number: 863-298-4142**

Date: December 5th, 2025

Subject: Approval of Interlocal Bulk Wastewater Service Agreement between Polk County and Tohopekaliga Water Authority (represents approx.. $5,400 continuing monthly operating expenses).

BACKGROUND:

On July 25, 2001, the County entered into a Bulk Wastewater Treatment Agreement with the Florida Governmental Utility Authority ("FGUA") to connect the County's North Lake Pierce Wastewater System (part of the County's East Regional Utility Service Area (ERUSA)) to FGUA's Poinciana Wastewater System. On October 20, 2006, based upon the Restated Bulk Wastewater Treatment Agreement between County and FGUA, County agreed to pay FGUA a monthly capacity charge which was in addition to normal customer and usage charges for the bulk wastewater treatment services FGUA was providing.

The Tohopekaliga Water Authority (TOHO) has since acquired FGUA's interests in and to the Poinciana Wastewater System. The County now desires to secure Interim Bulk Wastewater Service from TOHO to serve the County's ERUSA, memorialize service areas, and establish the basis for monthly services and fees. TOHO has the facilities and capacity to provide the requested wastewater service to the County, which will be accomplished as detailed within the Interlocal Bulk Wastewater Service Agreement referenced herein. It is anticipated that this agreement will remain in effect until Polk County Utilities brings a new Wastewater Treatment Facility online to serve its East Regional Utility Service Area.

REQUESTED ACTION:

Request Board approve Interlocal Bulk Wastewater Service Agreement between Polk County and Tohopekaliga Water Authority.

Request Board approve Interlocal Bulk Wastewater Service Agreement between Polk County and Tohopekaliga Water Authority.

Need response no later than **Friday** **12** **26** **2025**

(day of month) **(month)** **(day)** **(Year)**

APPROVED BY

Tom Norsworthy

For County Attorney office use only:

Note: See attached Termination Agreement which County at Toho are to concurrently execute with this agreement. Can be done in one agenda item since this returns to the same matter. -SN

Date

Signature

12/11/2025

Assign to : Tom Norsworthy

Date 12/5/25

County Attorney Project No: 25-781 Logged out: 12/11/25

COPY

Utilities Division -Signature Request/Routing Request

PLEASE REVIEW AND APPROVE THE ENCLOSED DOCUMENTS AND FORWARD AS NOTED BELOW

Board Agenda Track

This item is slated for the (Month) 1 (Day) 6 (Year) 2026 Bocc Meeting

PROJECT TITLE: Approval of Interlocal Bulk Wastewater Service Agreement Between Polk County and Tohopekaliga Water Authority (represents approx... $5,400 continuing monthly operating expenses)

PROJECT MANAGER: James Tully

Number of original documents enclosed: 2

MUST BE RETURNED BY : 12/26/2025

- **__N/A__ PROCUREMENT /** Michele Sims: All originals with support are attached for your review and approval. **MICHELE: Please forward this package to the County Attorney offices Attention Jackie Lanfair after signature**

- **TN COUNTY ATTORNEY/**Thomas Norsworthy: All originals with support are attached for your review and approval. **LISA: Please forward this package to the Deputy County Manager offices, Atten: Stacy Craver, after signature**

- **DEPUTY CO MGR/** John Bhode: All originals with support are attached for your review and approval. **MERCEDES: Please return this entire package back to Charles Richards in the Utilities Division after signature**

Please email me a quick message to let me know when this package has left your offices to the next party – THANKS!

ATTEN: Emily Perez, Mail Drawer UT01 (Phone: 863-298-4142)

COPY

TERMINATION OF RESTATED BULK WASTEWATER TREATMENT AGREEMENT

THIS TERMINATION OF A RESTATED BULK WASTEWATER TREATMENT AGREEMENT (this "Termination") is made as of the effective date stated below by POLK COUNTY (the "County"), a political subdivision of the State of Florida, and TOHOPEKALIGA WATER AUTHORITY ("TOHO"), an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature.

W I T N E S S E T H:

WHEREAS, on or about October 20, 2006, County and the Florida Governmental Utility Authority ("FGUA") entered into a Restated Bulk Wastewater Treatment Agreement (the agreement, together with all subsequent amendments, is the "Agreement") which addressed FGUA providing bulk wastewater treatment to certain areas within the County's East Regional Utility Service Area near Lake Pierce through FGUA's Poinciana Wastewater System; and

WHEREAS, TOHO is the successor in interest to FGUA's Poinciana utility system assets to include the assets that provide bulk wastewater treatment pursuant to the Agreement; and

WHEREAS, County and TOHO are entering into an Interlocal Bulk Wastewater Service Agreement (the "Replacement Agreement") which will replace the Agreement in its entirety, and desire to concurrently terminate the Agreement.

NOW, THEREFORE, County and TOHO hereby terminate the Agreement, effective as of the Replacement Agreement Effective Date.

IN WITNESS WHEREOF, County and TOHO have caused this Termination to be duly executed as of the dates indicated below their signatures.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

Reviewed as to form and legal sufficiency.

By: _____
County Attorney's Office

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Date: _____

ATTEST:

_____
Tom White, Secretary
Board of Supervisors

Reviewed as to form and legal sufficiency

By: _____

TOHOPEKALIGA WATER AUTHORITY

By: _____
Henry Thacker, Chair
Board of Supervisors

Date: _____

COPY

INTERLOCAL BULK WASTEWATER SERVICE AGREEMENT BETWEEN POLK COUNTY, FLORIDA, AND TOHOPEKALIGA WATER AUTHORITY

This Interlocal Bulk Wastewater Service Agreement ("Agreement") is made and entered into as of the Effective Date, defined in Section 3.14 below, by and between POLK COUNTY (the "County"), a political subdivision of the State of Florida, and TOHOPEKALIGA WATER AUTHORITY ("TOHO"), an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature.

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act of 1969, as amended, authorizes local governmental units to enter into Interlocal Agreements for the mutual benefit of the governmental units; and

WHEREAS, Section 125.01, Florida Statutes, Powers and Duties, authorizes the County to provide water and wastewater services; and

WHEREAS, TOHO was created as an independent special district in 2003 by a special act of the Florida Legislature as codified in Chapter 2003-368, Laws of Florida; and

WHEREAS, TOHO owns and operates potable and non-potable water and wastewater treatment facilities within designated services areas located in Polk County, Florida; and

WHEREAS, on July 25, 2001, County entered into a Bulk Wastewater Treatment Agreement with the Florida Governmental Utility Authority ("FGUA") to connect County's North Lake Pierce Wastewater System to FGUA's Poinciana Wastewater System; and

WHEREAS pursuant to an October 20, 2006, Restated Bulk Wastewater Treatment Agreement between County and FGUA, County agreed to pay FGUA a monthly capacity charge of $2,433.00 which is a prorated connection fee, the payment of which was in addition to normal customer and usage charges for the bulk wastewater treatment services FGUA was providing the County; and

WHEREAS, TOHO subsequently acquired FGUA's interests in and to the Poinciana Wastewater System and has continued to provide bulk wastewater service to the North Lake Pierce Wastewater System in accordance with the Restated Bulk Wastewater Treatment Agreement; and

WHEREAS, County now wishes to secure Interim Bulk Wastewater Service from TOHO to serve that portion of the County's wastewater service area commonly referred to as the East Regional Utility Service Area ("ERUSA"), the boundaries of which are depicted on the

attached **Exhibit "A"** and which is inclusive of County's North Lake Pierce Wastewater System; and

WHEREAS, TOHO has the capacity to provide Bulk Wastewater Service for the wastewater generated from County's ERUSA; and

WHEREAS, County and TOHO (individually, a "Party" and collectively "the Parties" to this Agreement) agree that TOHO providing Bulk Wastewater Service to County will benefit both Parties;

WHEREAS, as it is intended that this Agreement will replace the Restated Bulk Wastewater Agreement between County and FGUA in its entirety, the parties are concurrently executing a separate termination of that agreement.

NOW THEREFORE, in consideration of the premises hereof, mutual covenants contained herein, and other good and valuable consideration, the Parties hereby covenant and agree as follows:

ARTICLE I
RECITALS AND DEFINITIONS

1.1 **Recitals**. The Recitals stated above are true and correct, and are incorporated into this Agreement.

1.2 **Purpose of the Agreement**. This Agreement describes the terms and conditions by which TOHO will provide Bulk Wastewater Service to the County's ERUSA.

1.3 **Definitions**. In interpreting this Agreement, the following words, phrases, and terms shall have the following meanings unless the context clearly indicates otherwise.

1.3.1 Agreement: this Agreement as it may from time to time be modified.

1.3.2 Interim Bulk Wastewater Service: the collection, transmission, treatment, and disposal of wastewater on a temporary basis in accordance with all applicable governmental requirements and regulations.

1.3.3 Connection Point: a physical location where the County Wastewater System joins with TOHO's Wastewater System. For the purpose of this Agreement, the Connection Point shall be the flow meter at the location shown in **Exhibit "B"**.

1.3.4 Consumption Charge: the unit rate per thousand gallons per month charged by TOHO for a master-metered wastewater connection to the TOHO Wastewater System.

1.3.5 County Wastewater System: those ERUSA facilities that are employed for the acquisition, collection, transmission, treatment, and disposal of wastewater that are owned, operated, maintained, and replaced by County.

1.3.6 Gallons per Day ("GPD"): the annual average daily flow expressed in U.S. gallons.

1.3.7 Monthly Base Charge: the monthly base rate charged by TOHO for a master-metered wastewater connection to the TOHO Wastewater System. For the purpose of this Agreement, the Monthly Base Charge will be based on an 8" meter in accordance with wastewater rates approved by the TOHO Board of Supervisors.

1.3.8 TOHO Wastewater System: those facilities employed for the acquisition, collection, transmission, treatment, and disposal of wastewater that are owned, operated, maintained, and replaced by TOHO.

Any capitalized terms defined elsewhere in this Agreement shall when used herein have the ascribed meaning and definition.

ARTICLE II
TERMS AND CONDITIONS

2.1 **Interim Bulk Wastewater Service**

2.1.1 Wastewater Service. Commencing on the Effective Date , TOHO shall provide continuous Interim Bulk Wastewater Service for County's ERUSA which shall not exceed 250,000 GPD annual average daily flow. County shall pay TOHO charges for the service in accordance with Section 2.4, below.

2.1.2 Connection Point. The Connection Point of the County Wastewater System to the TOHO Wastewater System shall be at the location shown in **Exhibit "B"**. The Connection Point consists of an existing flow metering station where the County's Wastewater System currently discharges to the TOHO Wastewater System through an existing 8" force main as shown in **Exhibit "B"**.

2.1.3 The County will operate and maintain the County Wastewater System in compliance with Chapter 62-604, F.A.C., including requirements to take corrective actions if excessive inflow and infiltration cause a sanitary sewer overflow. In the event that the annual average daily flow shall exceed 250,000 GPD, TOHO may elect to prohibit additional connections to the County Wastewater System.

2.2 **Utility Service Areas**. A Party shall not directly serve or offer to serve any wastewater customer within the other Party's utility service area, on a temporary or permanent basis, unless the Parties have entered a separate written agreement to do so. The Parties agree that the line of demarcation between their respective Wastewater Systems in the vicinity of the ERUSA is the boundary depicted in the attached **Exhibit "A"**. Accordingly, any customers that have or will individually and directly connect to the TOHO Wastewater System shall be customers of TOHO and shall pay the applicable TOHO rates, fees, charges, and deposits for wastewater service; and any customers that have or will

individually and directly connect to the County Wastewater System shall be customers of County and shall pay the applicable County rates, fees, charges, and deposits for wastewater service.

2.3 **Metering**.

2.3.1 County's existing flow meter at the Connection Point shown in **Exhibit "B"** shall measure the wastewater flow from County's Wastewater System to the TOHO Wastewater System. County, at its expense, shall perform annual calibration testing of the meter and shall forward the results of each test to TOHO. The metering equipment shall remain the property of County, and County shall be responsible for the operation, maintenance, and replacement of the meter. TOHO shall have the right to review and approve the type of meter, which approval shall not be unreasonably withheld. TOHO shall have reasonable access to the flow meter, shall perform the meter reading, and shall prepare and submit the bill to County based thereon.

2.3.2 The metering equipment will be an 8" magnetic flow meter manufactured by McCrometer, installed at a readily accessible location and shall record the flow with an error not to exceed plus or minus two percent (± 2%) of true accuracy for full-scale reading, suitable for billing purposes. If the meter is found to be in error exceeding two percent (2%) of true accuracy, it will be recalibrated by County to the satisfaction of TOHO. If such an error occurs, billing for the time period since the last meter check will be adjusted based on the assumption that the meter error occurred for one-half of the entire time interval between accuracy checks by either Party. The billing adjustment will be made at the same rate valid for the respective time period and the wastewater volume will be adjusted as described herein. In the event the meter is found to be in error as described above on two or more occasions, the Parties agree to mutually agree on a solution including without limitation repair and/or replacement of the metering equipment at County's cost.

2.3.3 TOHO reserves the right to connect the flow meter described in Section 2.3.1 above to TOHO's Supervisory Control and Data Acquisition / Advanced Metering Infrastructure "(SCADA/AMI") system in order to obtain readings for monthly billing in addition to obtaining flow data at different time intervals. TOHO will share all flow data obtained by the SCADA/AMI system with County at County's request. County agrees to allow TOHO to utilize an existing 110-volt power source for the SCADA/AMI equipment at no cost to TOHO.

2.4 **Bulk Wastewater Service Charges.** County shall pay a Consumption Charge to TOHO for Interim Bulk Wastewater Service in an amount equal to ninety percent (90%) of Toho's Wastewater Monthly Base Charge for an 8" meter and ninety percent (90%) of its Commercial Class – All Use Wastewater Usage Rate. County shall pay a Monthly Base Charge to TOHO for Bulk Wastewater Service in accordance with TOHO's rate schedule in effect at the time of service. The Monthly Base Charge shall be calculated based on an 8-inch meter size. TOHO shall provide County with a monthly invoice and itemized billing

statement identifying each charge and the total due. County shall pay each invoice within thirty (30) days of receipt. TOHO shall not bill any other party for the Interim Bulk Wastewater Service it provides pursuant to this Agreement. The Consumption Charge shall be adjusted periodically, as needed, to reflect an amount equal to ninety percent (90%) of Toho's then current commercial sewer service rate.

2.5 **Regulatory Compliance and Disclosure**. Each Party shall comply with all local, state, and federal regulations regarding wastewater collection and transmission systems. TOHO shall comply with all state, regional, and federal requirements and rules applicable to the provision of bulk wastewater service to the public. Neither Party guarantees any special service, quality, capacity, availability, or other facility other than what is required to fulfill that Party's duty of reasonable care to the customers to whom it provides wastewater service.

ARTICLE III
MISCELLANEOUS PROVISIONS

3.1 **Disclaimer of Third-Party Beneficiaries**. This Agreement is solely for the benefit of the Parties herein, and no right or cause of action will accrue upon or by reason hereto or for the benefit of any third party.

3.2 **Service Term**. This Agreement will commence upon the Effective Date and continue until its termination as described in Section 3.3.

3.3 **Termination**. The Parties may at any time mutually consent to terminate the Agreement. Termination of the Agreement shall be contingent on County's ability to obtain the necessary funding and permits to secure reasonable alternative wastewater service to the ERUSA. The termination shall be effective on the date both the following have occurred: (i) County ceases discharge to the TOHO Wastewater System and directs such discharge to the County Wastewater System or an alternative service provider, and (ii) County remits final payment to TOHO for its Bulk Wastewater Services in accordance with Section 2.4 above. The foregoing notwithstanding, if this Agreement remains in place as of January 1, 2030, the Parties agree to meet in good faith to negotiate any amendments either Party believes may be necessary and upon mutual agreement, to timely prepare and execute the same.

3.4 **Notices**. Any notices regarding this Agreement will be sent in writing to the following addresses, or at such other address as each Party may indicate by notice given to the other Party:

Utilities Director
Polk County Utilities Division
1011 Jim Keene Boulevard
Winter Haven, Florida 33880

CEO/Executive Director
Tohopekaliga Water Authority
951 Martin Luther King BlvdKissimmee, Florida 34741

With Copies to:

County Attorney
County Attorney's Office
330 W. Church Street
Bartow, Florida 33830

Office of the General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Notice must be written and delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service and addressed to the Party for whom it is intended at the place last specified by the Party. Notice shall be effective upon receipt or refusal to accept receipt. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 3.4.

3.5 **Severability**. If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared severable.

3.6 **Breach; Remedy**.

3.6.1 In the event of breach of this Agreement by a Party ("Breaching Party"), the Party suffering the breach ("Serving Party") shall serve upon the Breaching Party a written notice of breach ("Notice of Breach") detailing the Breaching Party's non-compliance with the obligations set forth in this Agreement. A Breaching Party shall have a cure period ("Cure Period") of thirty (30) calendar days after receipt of the Notice of Breach within which to cure or otherwise comply with those obligations violated and set forth in the Notice of Breach. If the Breaching Party fails to timely cure or otherwise comply with such violated obligations, then, unless the Breaching Party's failure to cure or otherwise timely comply with those obligations violated is due to an event of Force Majeure, the Serving Party may, subject to the mediation requirements of Section 3.15 below, pursue any and all remedies available in law, equity, and under this Agreement.

3.6.2 So long as County timely pays undisputed service bills, Toho shall not use any non-payment by County of disputed service bills as reason to suspend or terminate service.

3.7 **Assignment**. No Party may assign this Agreement to a third party unless the other Party consents in a mutually agreeable written joinder agreement by and among the Parties and the third-party assignee. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties to the same extent as if each successor and assign were named as a party hereto.

3.8 **Liability and Hold Harmless**. Each Party shall to the extent allowed under Section 768.28, Florida Statues, indemnify and hold the other Party harmless from and against all claims, loss, damage and expense, including without limitation attorneys' fees, costs and expenses (both trial and appellate), arising from the negligent acts or omissions of the indemnifying Party's officers, and employees, related to its performance under this Agreement; provided, however, the indemnifying Party's responsibilities with respect to such liability shall not exceed the limits (the "Liability Limits") of liability stated in section 768.28(5), Florida Statues (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability or any other legal theory. This section is not intended and does not establish a contractual obligation whereby any Party undertakes responsibility to any other (third) party for any liability. This provision does not constitute a waiver of the Parties' sovereign immunity under Section 768.28, Florida Statutes or extend the Parties' liability beyond the limits established in Section 768.28, Florida Statutes.

3.9 **Limitations of Liability**. IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY, OR OTHERWISE.

3.10 **Time of the Essence**. Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

3.11 **Applicable Law**. This Agreement is an Interlocal Agreement as provided for in Florida Statutes, Section 163.01, as the same may be amended from time to time , and said statute is hereby incorporated herein by reference. Any Agreement terms in conflict therewith will be governed by the statute. This Agreement and the provisions contained herein will be construed, controlled, and interpreted according to the laws of the State of Florida, including all rules relating to permitting, construction, enforcement, and conflicts of laws.

3.12 **Entire Agreement; Effect on Prior Agreements**. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

3.13 **Venue, Jury Trial; Attorneys' Fees, Costs and Expenses**. Venue for all actions will lie either in Polk County, if initiated by Toho, or in Osceola County, if initiated by County, in the State of Florida. Each Party waives the right to a jury trial. Each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to, or resulting from this Agreement, which will include without limitation applicable court costs at every stage, including appellate proceedings.

3.14 **Effective Date**. This Agreement will become effective on the date (the "Effective Date") a fully executed counterpart of the Agreement is filed with the Clerk of the Circuit Court of Polk County, and with the Clerk of the Circuit Court for Osceola County, each in accordance with Section 163.01, Florida Statutes. County is responsible for filing a fully executed Agreement counterpart with the Clerk of Polk County; TOHO is responsible for filing a fully executed Agreement counterpart with the Clerk of Osceola County. After doing so, each Party will provide the other Party a certified copy of the filed Agreement.

3.15 **Mediation**. If there is a dispute between the Parties arising out of or related to this Agreement which cannot be resolved by the County Manager and the TOHO Executive Director, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise (to include without limitation a failure of Bulk Wastewater Service to the ERUSA), prior to commencing any legal action or proceeding, the Parties will refer their dispute to non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Parties who has experience in mediating disputes of a similar nature. The Parties will use a mediation procedure agreeable to the Parties and the mediator. The Parties will mediate the dispute in good faith, be bound by any resulting mediation agreement, equally share the costs of mediation, and timely pay the same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute until (i) the mediator has declared the Parties are at an impasse, or (ii) one or all Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Florida Statutes, Chapter 164.

3.16 Uncontrollable Forces (Force Majeure)

3.16.1 Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be in default of this Agreement if the Party's failure to perform its Agreement

obligations is due to Uncontrollable Forces. The term "Uncontrollable Forces" shall mean any extraordinary event beyond the reasonable control of the nonperforming Party that prevents or delays the Party from performing its Agreement obligations and which the Party could not avoid by the exercise of reasonable diligence and due care. It includes, but is not limited to fire, flood, earthquakes, storms, epidemic, pandemic, war, riot, and civil disturbance.

3.16.2 Within twenty-four hours after an Uncontrollable Force prevents or delays a Party from performing its Agreement obligations, the nonperforming Party shall give written notice to the other Party describing the circumstances and the Uncontrollable Force temporarily preventing it from performing its Agreement obligations.

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

3.16.4 Neither Party shall be excused from performance if its nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.

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

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Reviewed as to form and legal sufficiency:

By: _____
County Attorney's Office

Date: _____, 202__

ATTEST:

_____
William Land, Secretary
Board of Supervisors

TOHOPEKALIGA WATER AUTHORITY

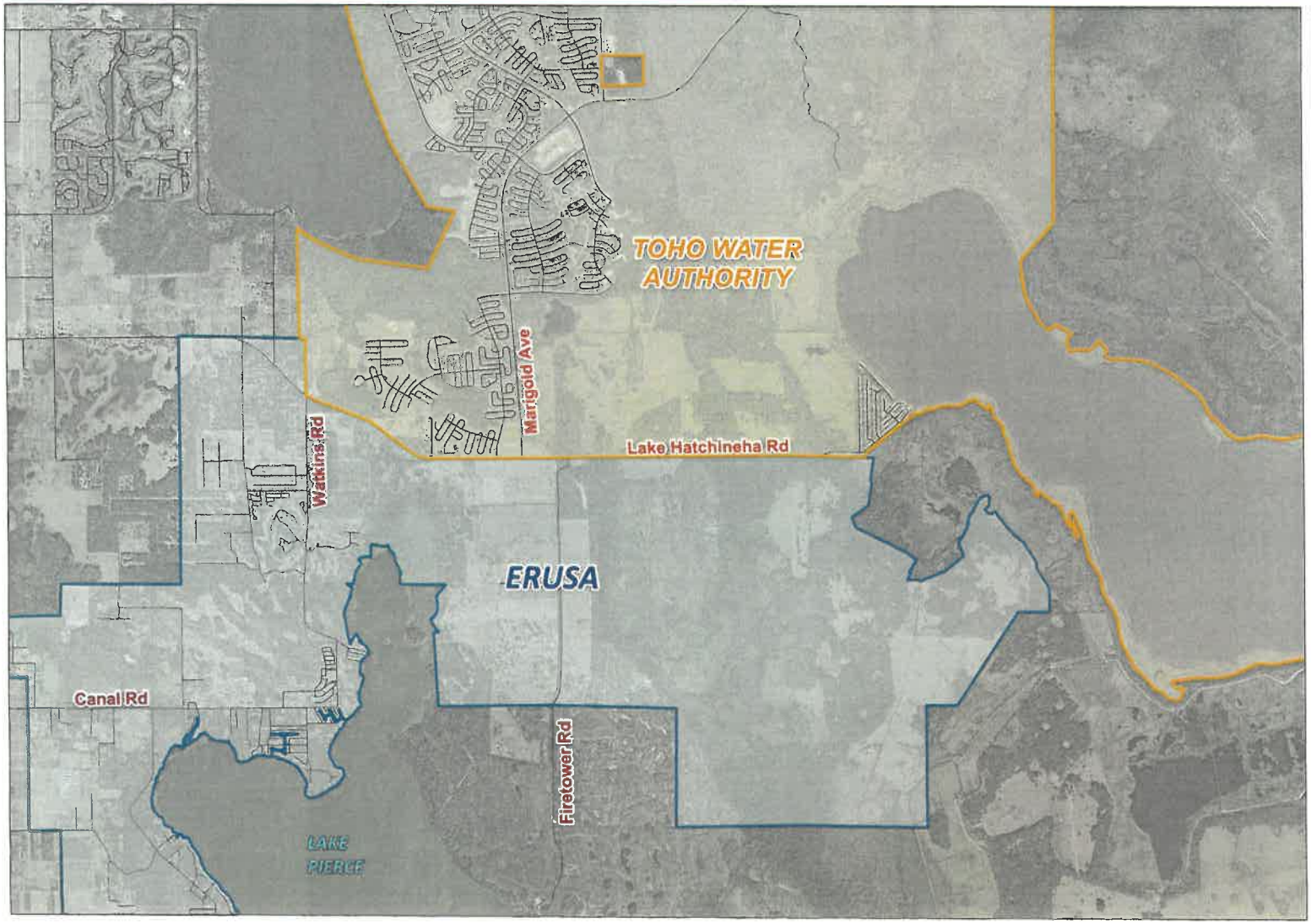
By: _____
Henry Thacker, Chair
Board of Supervisors

Date: _____, 202___

Reviewed as to form and legal sufficiency

By: _____

EXHIBIT "A"
EAST REGIONAL UTILITY SERVICE AREA BOUNDARY



POLK COUNTY



LEGEND

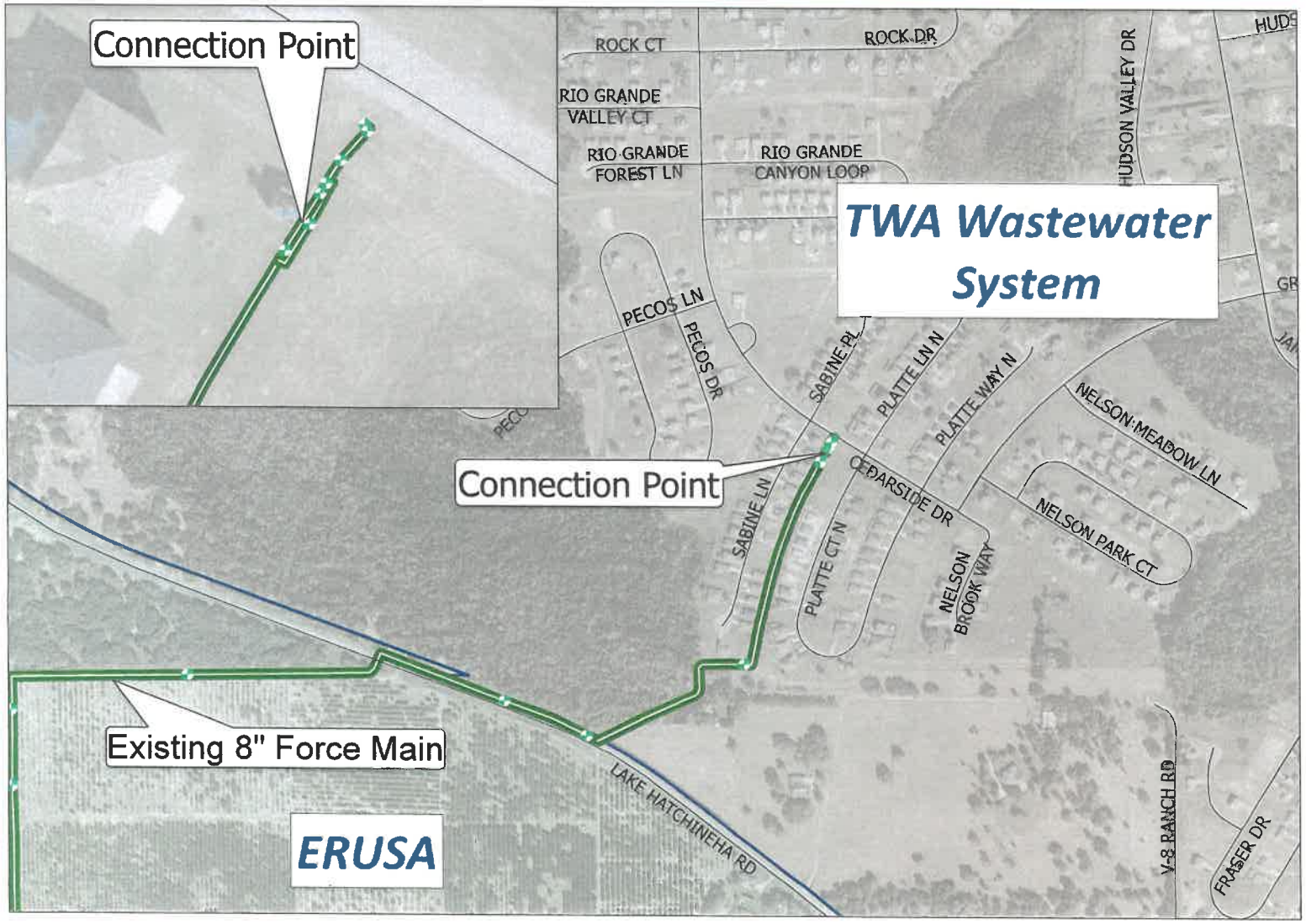
- East Regional Utility Service Area
- TOHO Water Authority Service Area

0 2,000 4,000 Feet

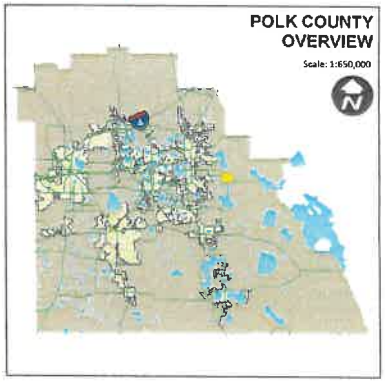
Data Source(s): Polk County BoCC
Coordinate System: NAD 1983 (2011) StatePlane Florida West FIPS 0902 (US Feet)

Map Disclaimer
THE DATA, INFORMATION, AND OTHER CONTENT OF THIS MAP IS OFFERED "AS-IS" WITH NO CLAIM, REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS. THIS MAP IS NOT A LEGAL DOCUMENT, ENGINEERING REPORT, OR SURVEY INSTRUMENT, AND IT IS NOT TO BE USED FOR THE DESIGN OR CONSTRUCTION OF ANY BUILDING, DEVELOPMENT, OR OTHER IMPROVEMENT. THE MAP RECIPIENT HAS THE BURDEN OF VERIFYING ALL DATA, INFORMATION, AND OTHER CONTENT OF THIS MAP AND ITS FITNESS OR APPROPRIATENESS FOR THE RECIPIENT'S USE. THE MAP RECIPIENT'S RELIANCE UPON THE DATA, INFORMATION, AND OTHER CONTENT OF THIS MAP IS SOLELY AT THE RECIPIENT'S OWN RISK. IN NO EVENT OR CIRCUMSTANCE WILL POLK COUNTY BE LIABLE OR ASSUME LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER, WHETHER DIRECT, INDIRECT, INCIDENTIAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHERWISE, ARISING OUT OF OR RESULTING FROM ANY USE OR RELIANCE UPON THIS MAP, ITS DATA, INFORMATION, AND OTHER CONTENT, NO MATTER HOW THE LOSS OR DAMAGE WAS INCURRED OR CAUSED, AND REGARDLESS OF ANY ERRORS, OMISSIONS, OR INACCURACIES THEREIN.

EXHIBIT 'B'
CONNECTION POINT



POLK COUNTY



LEGEND

- East Regional Utility Service
- TOHO Utility Service Area
- Force Main (Wastewater)
- System Valve (Wastewater)
- Center Line

0 90 180 360 540 720 US Feet

Data Source(s): Polk County BoCC
Coordinate System: NAD 1983 (2011) StatePlane Florida West FIPS 0902 (US Feet)

Map Disclaimer

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Polk County

Board of County Commissioners

Agenda Item R.35. 1/20/2026

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Lazy Lizard Dumpster and Trailer Rental LLC. (No fiscal impact)

DESCRIPTION

Lazy Lizard Dumpster and Trailer Rental LLC is requesting approval for a new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Lazy Lizard Dumpster and Trailer Rental LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Lazy Lizard Dumpster and Trailer Rental llc Date: 12.23.25

Status	Brief Description of Application Requirements
☒ Met; **1.** ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☒ Met; **2.** ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☒ Met; **3.** ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☒ Met; **4.** ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☒ Met; **5.** ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☒ Met; **6.** ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☒ Met; **7.** ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☒ Met; **8.** ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) **Certificate Holder: Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830**
☒ Met; **9.** ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☒ Met **10.** ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☒ Met; **11.** ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☒ Met **12.** ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

DRAFT



Detail by Entity Name

Florida Limited Liability Company
LAZY LIZARD DUMPSTER AND TRAILER RENTALS LLC

Filing Information

Document Number	L25000374949
FEI/EIN Number	NONE
Date Filed	08/14/2025
Effective Date	08/14/2025
State	FL
Status	ACTIVE

Principal Address

8760 WEE FARMS LN
POLK, FL 33868

Mailing Address

8760 WEE FARMS LN
POLK, FL 33868

Registered Agent Name & Address

DIES, CHRISTOPHER C
8760 WEE FARMS LN
POLK, FL 33868

Authorized Person(s) Detail

Name & Address

Title MGR

DIES, CHRISTOPHER C
8760 WEE FARMS LN
POLK CITY, FL 33868

Title MGR

SPRING, JORDAN
8760 WEE FARMS LN
POLK, FL 33868

Annual Reports

No Annual Reports Filed

LAZYLIZ-01 MJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/8/2025

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

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

PRODUCER	CONTACT NAME: Michele Jones
Corkhill Insurance Agency, LLC 20 S. Bumby Ave Orlando, FL 32803	PHONE (A/C, No, Ext): (407) 898-8891 FAX (A/C, No): (407) 898-8813 E-MAIL ADDRESS: michele@corkhillinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Security National Ins Co — 19879
INSURED Lazy Lizard Dumpster and Trailer Rentals LLC 8760 Wee Farms Ln Polk City, FL 33868-2651	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR			SES1832821 01	12/3/2025	12/3/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EXS1832828 400	12/3/2025	12/3/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Polk County a political subdivision of the State of Florida
330 W Church Street Rm 150
Bartow, FL 33830

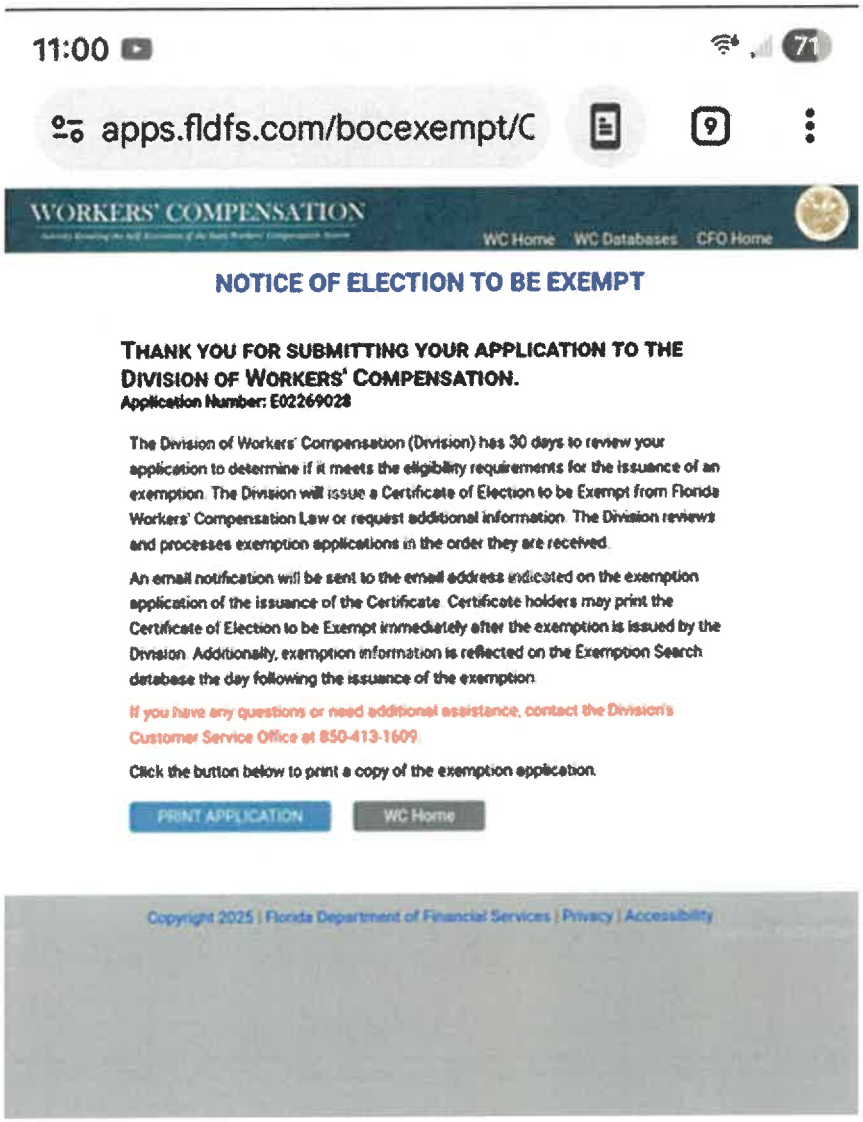
CANCELLATION

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
Anne M Stevenson

ACORD 25 (2016/03)

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11:00
apps.fldfs.com/bocexempt/C
WORKERS' COMPENSATION
WC Home
WC Databases
CFO Home
NOTICE OF ELECTION TO BE EXEMPT
THANK YOU FOR SUBMITTING YOUR APPLICATION TO THE DIVISION OF WORKERS' COMPENSATION.
Application Number: E02269028
The Division of Workers' Compensation (Division) has 30 days to review your application to determine if it meets the eligibility requirements for the issuance of an exemption. The Division will issue a Certificate of Election to be Exempt from Florida Workers' Compensation Law or request additional information. The Division reviews and processes exemption applications in the order they are received.
An email notification will be sent to the email address indicated on the exemption application of the issuance of the Certificate. Certificate holders may print the Certificate of Election to be Exempt immediately after the exemption is issued by the Division. Additionally, exemption information is reflected on the Exemption Search database the day following the issuance of the exemption.
If you have any questions or need additional assistance, contact the Division's Customer Service Office at 850-413-1609.
Click the button below to print a copy of the exemption application.
PRINT APPLICATION
WC Home
Copyright 2025 | Florida Department of Financial Services | Privacy | Accessibility

BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 1/5/2026 **EXPIRATION DATE:** 1/5/2028

PERSON: CHRISTOPHER C DIES **EMAIL:** CHRIS@GREENSWAMPEXOTICS.COM

FEIN: 394305970

BUSINESS NAME AND ADDRESS:

LAZY LIZARD DUMPSTER AND TRAILER RENTALS LLC

8760 WEE FARMS LN

POLK CITY, FL 33868

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

LAZY LIZARD DUMPSTER AND TRAILER RENTALS

863-877-5146
chris@greenswampexotics.com
8760 wee farms ln polk city
FF 33868

Date: 12/22/2025

To whom it may concern

As of the date of the correspondence stated above, lazy lizard dumpster and trailer rentals, as well as it's Managing Member/Owner, Christopher Dies has never had involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases are applicable to its principals, partners, and officers

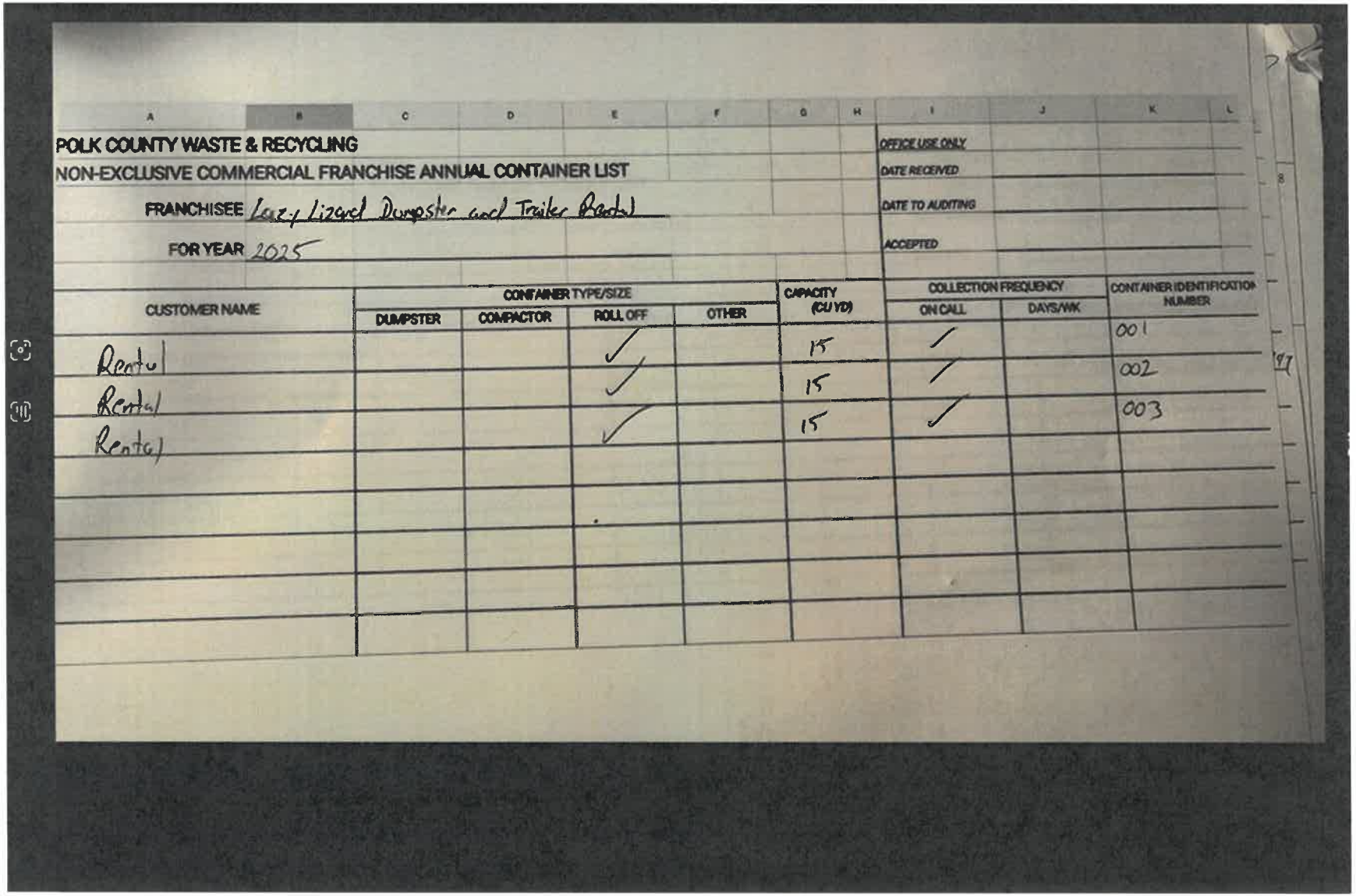
I Christopher Dies, MGR\Owner of Lazy Lizard Dumpster and Trailer Rental, do attest the above statement to be true and correct.

State Florida County of Polk

The foregoing instrument was acknowledged before me this 22nd day of December 2025 Personally Know or Produced identification FDL

Amanda Dean

Amanda Dean
Notary Public, State of Florida
My Comm Expires July 16, 2027
Commission #HH400468



POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Lazy Lizard Dumpster and Trailer Rental

FOR YEAR 2025

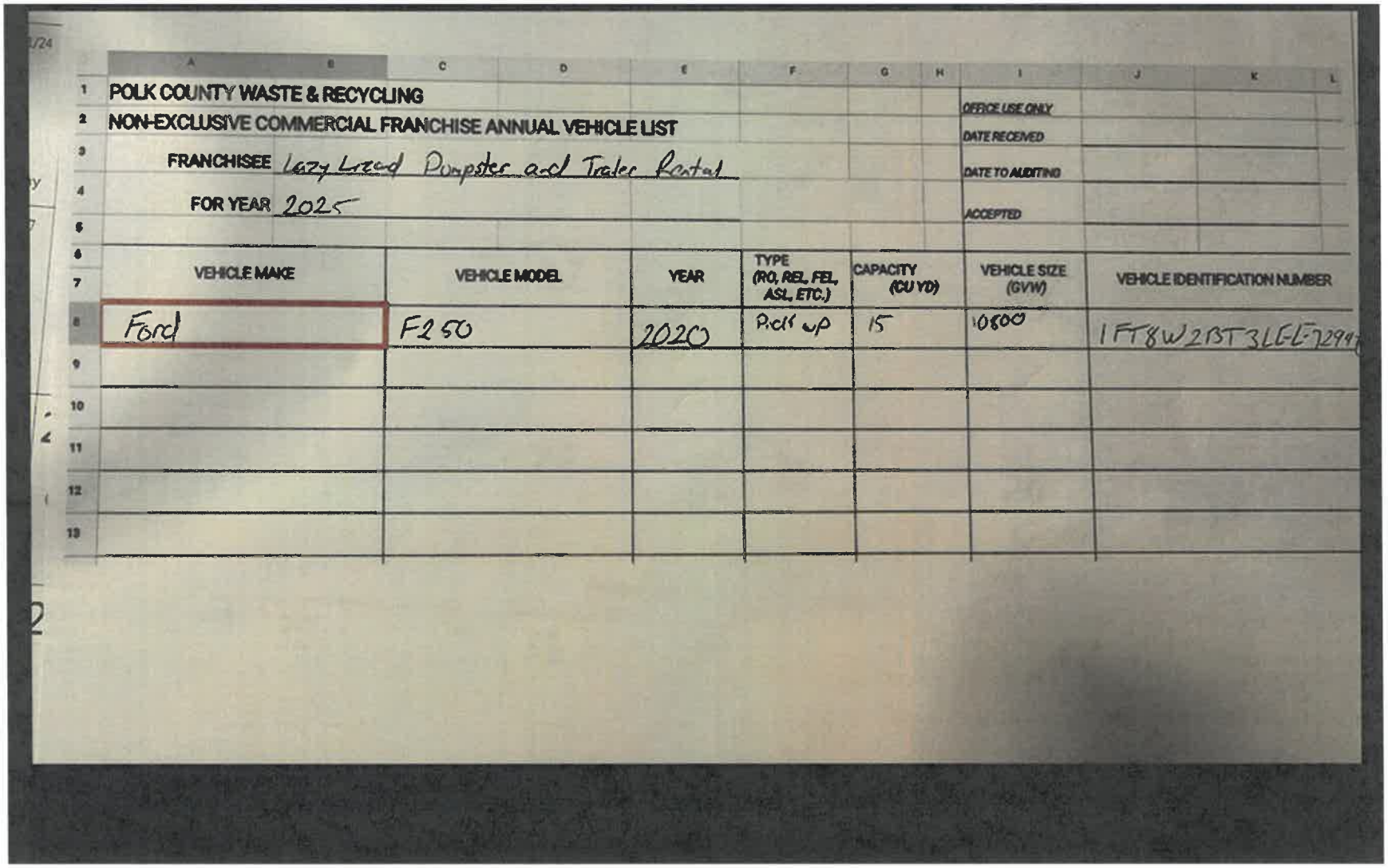
OFFICE USE ONLY

DATE RECEIVED

DATE TO AUDITING

ACCEPTED

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Rental			✓		15	✓		001
Rental			✓		15	✓		002
Rental			✓		15	✓		003



POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Lazy Lizard Dumpster and Trailer Rental

FOR YEAR 2025

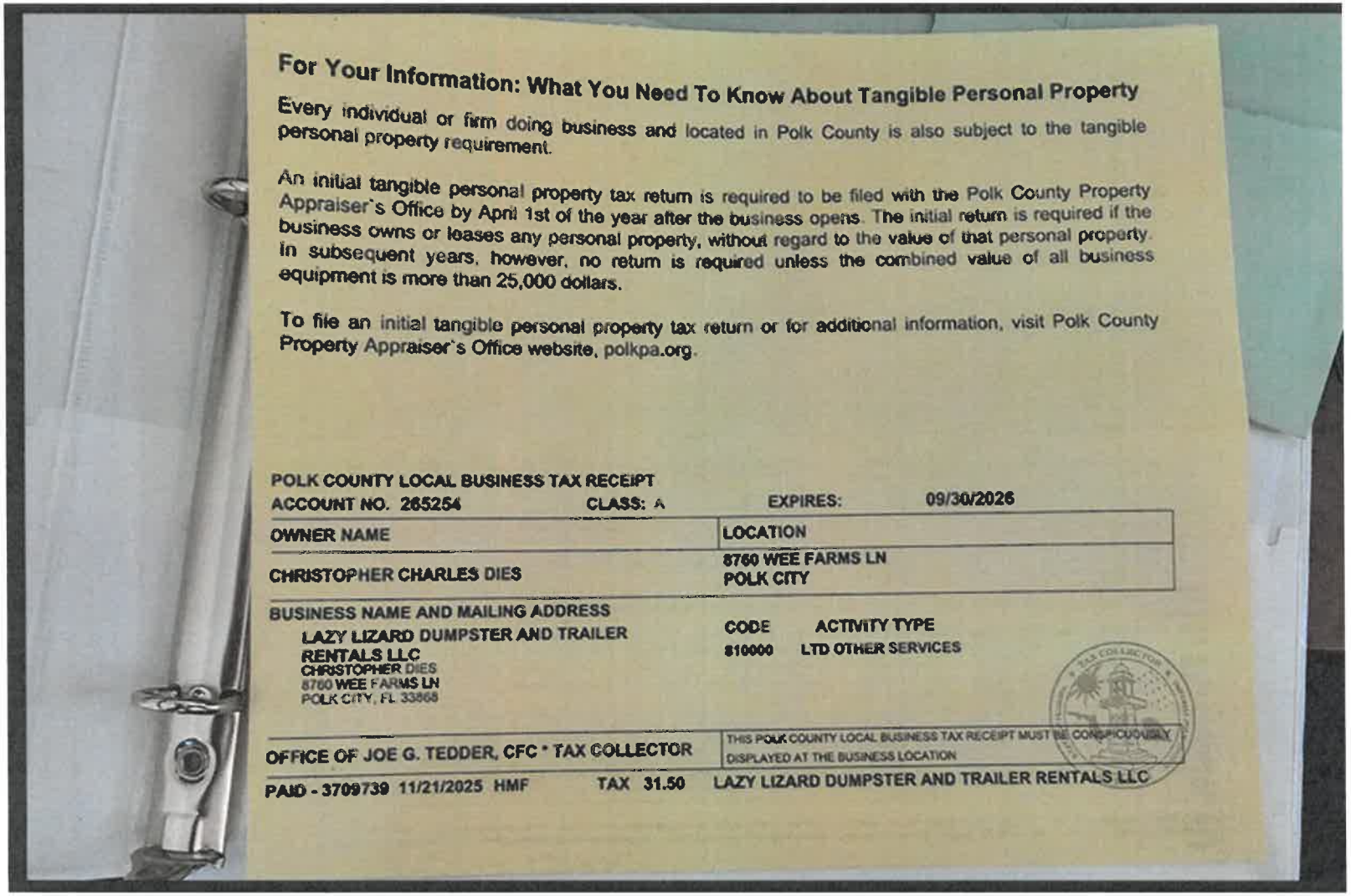
OFFICE USE ONLY

DATE RECEIVED

DATE TO AUDITING

ACCEPTED

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE (RO, REL, FEL, ASL, ETC.)	CAPACITY (CU YD)	VEHICLE SIZE (GVW)	VEHICLE IDENTIFICATION NUMBER
Ford	F250	2020	Pick up	15	10800	1FT8W2BT3LEE72947



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

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

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

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 265254 **CLASS: A** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
CHRISTOPHER CHARLES DIES	8760 WEE FARMS LN POLK CITY

BUSINESS NAME AND MAILING ADDRESS

LAZY LIZARD DUMPSTER AND TRAILER RENTALS LLC
CHRISTOPHER DIES
8760 WEE FARMS LN
POLK CITY, FL 33868

CODE	ACTIVITY TYPE
810000	LTD OTHER SERVICES

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

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

PAID - 3709739 11/21/2025 HMF TAX 31.50 LAZY LIZARD DUMPSTER AND TRAILER RENTALS LLC

INDEMNITY

WHEREAS, THE UNDERSIGNED Christopher Dies (the "Undersigned"), is the Owner of Lazy Lizard Dumpster and Trailer Rental (the "Company"), a LLC,

WHEREAS, the Christopher Dies, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Lazy Lizard Dumpster and Trailer Rental

NOW, THEREFORE, in consideration of the benefits accruing to the Lazy Lizard Dumpster and Trailer Rental and for other good and valuable consideration, the Undersigned, by and on behalf of the Lazy Lizard Dumpster and Trailer Rental does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly Lazy Lizard Dumpster and Trailer Rental _____, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Lazy Lizard Dumpster and Trailer Rental this 16th day of Dec, 2025.

ATTEST:

By: _____
Christopher Dies
[Printed Name, Title]

_____
a _____

By: Jennifer Miller
Jennifer Miller
[Printed Name, Title]

AFFIX NOTORIAL SEAL

Jennifer A. Miller
Notary Public, State of Florida
My Comm Expires August 28, 2026
Commission #HH286313

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Christopher Dies who, first being duly sworn, on oath deposes and states, as follows:

1) He is Christopher Dies, a LLC corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Lazy Lizard Dumpster and Trailer Rental

4) There are no liens of record filed by the Internal Revenue Service against Lazy Lizard Dumpster and Trailer Rental

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Lazy Lizard Dumpster Rental Trailer Rental

6) Christopher Dies acknowledges and consents that the County shall have the right to inspect Lazy Lizard Dumpster and Trailer Rental vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Lazy Lizard Dumpster and Trailer Rental has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term of 1 Year will continue to comply with the same.

Further the affiant sayeth not.

Dated the 16th day of Dec, 2025

Sworn Person Signature

Christopher Dies / Owner
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 17 day of December, 2025, by Christopher Dies, who is either ☐ personally known to me; or ☐ has produced FL DR Lic as identification.

Jennifer A. Miller
Notary Public, State of Florida
My Comm Expires August 28, 2026
Commission #HH286313

Notary Public Signature

Jennifer Miller
Printed Name of Notary Public

8/28/2026
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

Payment Search

Search By: Payment ID | Payment ID: 188516057 | Search

Payment ID	Created	Customer Name	Status	Product	Amount
188516057	12/22/25 08:21 AM	Christopher Dies	Approved - Comp	Truck Inspection	$773.15

Hide Details | Save Changes | Email Customer | View Receipt | Make Comment | New Payment | Approve Payment | Void Payment | Refund Payment | Chargeback | View Bank Info

Payment Summary

Payment ID:	188516057
Subtotal:	$750.00
Fee:	$23.15
Total:	$773.15
Type:	Credit Card
Account:	470793****4207

Payment Details

Type:	Purchase
Created:	12/22/25 08:21 AM
Status:	Approved - Comp
Channel:	WEB
Partner:	Polk County BoCC - Solid Waste (FL)
Office:	No Office
User:	
Related:	

Customer Details

Name:	Christopher Dies
Address:	8760 wee farms ln
City/ST/Zip:	Polk FL 33868 US
Email:	chris@greenswampexotics.com
Phone:	(863) 877-5146
Mobile:	
Birthdate:	
Comments:	

Additional Details

Lineitem Details

PID	Product	Account	Qty	Subtotal	Fee	Total	Additional Details
188516057	Truck Inspection	Lazy lizard dumpster and trailer rentals	1	$750.00	$23.15	$773.15	Click To View

Office of Joe G. Tedder, Tax Collector for Polk County, Florida

PO Box 2016 | Bartow, FL 33831-2016 | Tel. 863-534-4700 | Fax: 863-534-4735 | Email: BT@PolkTaxes.com

COUNTY LOCAL BUSINESS TAX ACCOUNT APPLICATION FORM

To be submitted October through June

SECTION

Application Instructions: Please print. Enter all required information. Once completed, follow payment instructions at the bottom of page 2.

Note: Tangible Personal Property information and the telephone number and email address provided in this application are recorded on behalf of the Property Appraiser as part of the applicant's tangible personal property tax return (required under F.S. 193) and are not subject to a regular public records request. Applicants can have their telephone number and email address made available to the public by checking the applicable box provided. Social Security (SSN) or Federal Employment Identification (FEIN) Number is required under F.S. 205.0535 (5). SSN and FEIN are not subject to regular public record requests.

1. Name of Applicant (Owner or Principal): Enter the legal name of the owner or principal of the business making application.

First Christopher M. Charles Last Dies Sur. _____

2. Business Entity Type & Name: Check one Business Entity Type and enter the Legal Name of the Business where applicable.

☐ Corporation	Enter Corporation's Legal Name ▶	
☐ General Partnership	Enter General Partnership's Legal Name ▶	
☐ Limited Partnership	Enter Limited Partnership's Legal Name ▶	
☒ Limited Liability Company	Enter Limited Liability Company's Legal Name ▶	Lazy lizard dumpster and trailer
☐ Sole Proprietor (Individual)	No Entry For Sole Proprietor ▶ Legal Name Of Sole Proprietor Should Be Printed In Section1	

3. Fictitious Name: A Fictitious Name or **"Doing Business As" Name** is used by a Corporation, General Partnership, Limited Partnership, Limited Liability Company or Sole Proprietor that is different from their legal name. If applicable, enter the Fictitious Name and Number provided by the Florida Department of State, Division of Corporations. (Note: Fictitious Name Numbers are obtained online at https://efile.sunbiz.org/ficregintro.html.)

Enter Fictitious Name: _____ **Enter Fictitious Name Number:** _____

Note: If Fictitious Name is provided above without a Fictitious Name Number, the applicant is required to explain why they do not need to comply with the Fictitious Name Registration Act:

_____

4. Business Location: Enter physical location of business.

Address 8760 wee farms ln City Polk State Fl Zip 33868

5. Location Boundary: Indicate the boundary status of the physical location of the business.

Check only one

A. ☐ **Outside of Polk County.**

B. ☐ **In Polk County and inside the city limits entered in Section 4.**

C. ☒ **In Polk County only (not inside city limits).**

6. Mailing Address: Enter mailing address if different from business/physical location entered in Item 4

Address 8760 wee farms ln *City* Polk *State* Fl *Zip* 33868

7. Required Confidential Telephone & Email Address: Enter telephone number and email address.

Telephone: (8633253867 Email: Budda863@gmail.com ☒ Check here to have telephone and email address made available to the public.

8. Tangible Personal Property: Florida Statute 193.052 requires that all Tangible Personal Property (TPP) be reported each year to the Property Appraiser's Office. The TPP Tax return is the Department of Revenue (DOR) approved form used as the declaration of personal property situated in the county. The Polk County Property Appraiser Tangible Return On-Line Filing Application makes preparing and filing your Tangible Tax Return (Department of Revenue Form DR-405) quick and easy. To file online go to: www.polkpa.org

The deadline to file the TPP Tax Return is April 1. If you do not file a return or extension by the deadline, you will not qualify for the $25,000 Tangible Personal Property Exemption.

Polk County

Board of County Commissioners

Agenda Item R.36. 1/20/2026

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by I4 Waste Valet & Recycling LLC. (No fiscal impact)

DESCRIPTION

I4 Waste Valet & Recycling LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by I4 Waste Valet & Recycling LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: i4 Waste Valet and Recycling Date: 9/20/2025

Status	Brief Description of Application Requirements
☑ Met; ☐ Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☐ Met; ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☐ Met; ☒ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c)
☑ Met; ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☐ Met; ☒ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☑ Met; ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
☑ Met; ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met; ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i)
☑ Met; ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j)
☑ Met; ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

needs Additional vehicles

not completely filled out

?

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
I4 WASTE VALET & RECYCLING "L.L.C."

Filing Information

Document Number	L17000188627
FEI/EIN Number	82-2728067
Date Filed	09/05/2017
Effective Date	09/01/2017
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	01/16/2018
Event Effective Date	NONE

Principal Address

7802 Kingspointe Pkwy
Suite #209
Orlando, FL 32819

Changed: 01/26/2021

Mailing Address

7802 Kingspointe Pkwy
Suite #209
Orlando, FL 32819

Changed: 01/26/2021

Registered Agent Name & Address

DORVIL, ROBENSON
7802 Kingspointe Pkwy
Suite #209
Orlando, FL 32819

Address Changed: 01/26/2021

Authorized Person(s) Detail

Name & Address

Title President

Dorvil, Robenson
7802 Kingspointe Pkwy
Suite #209
Orlando, FL 32819

Annual Reports

Report Year	Filed Date
2023	01/10/2023
2024	03/25/2024
2025	04/02/2025

Document Images

04/02/2025 -- ANNUAL REPORT	View image in PDF format
03/25/2024 -- ANNUAL REPORT	View image in PDF format
01/10/2023 -- ANNUAL REPORT	View image in PDF format
04/20/2022 -- ANNUAL REPORT	View image in PDF format
01/26/2021 -- ANNUAL REPORT	View image in PDF format
05/01/2020 -- ANNUAL REPORT	View image in PDF format
03/10/2019 -- ANNUAL REPORT	View image in PDF format
03/24/2018 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- LC Name Change	View image in PDF format
09/05/2017 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Waste Valet & Recycling

Unforgettably Different

November 13, 2025

To whom it may concern:

As of the date of the correspondence stated above, i4 Waste Valet & Recycling as well as it's Managing Member/Owner, Robenson Dorvil has never and is currently not involved in any type of litigation, criminal proceedings, or agency enforcement case, judgements, and or Liens including the Internal Revenue Service and all state and or federal government litigation, or civil suits.

State of Florida

County of Orange

On December 16, 2025 before me, Robenson Dorvil (name and title of officer), personally appeared DL - D208-871-44, who proved to me based on satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Print Name Louis James

LOUIS JAMES
Notary Public - State of Florida
Commission # HH 527126
My Comm. Expires May 13, 2028

i4 Waste Valet & Recycling
7802 Kingspointe Parkway
Suite 209
Orlando, FL 32819

321-370-1707
Info@i4WasteValet.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/09/2025

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

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

PRODUCER	CONTACT NAME: Kathleen Ohl	
TROXELL 214 South Grand Ave West Springfield IL 62704	PHONE (A/C, No, Ext): (217) 528-7533	FAX (A/C, No): (217) 528-1041
	E-MAIL ADDRESS: kohl@troxellins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Specialty Underwriters Ins Co Inc	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
I4 Waste Valet & Recycling, L.L.C.
7802 Kingspointe Pkwy
Suite 209
Orlando FL 32819

COVERAGES **CERTIFICATE NUMBER:** CL252449894 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CSU0224992	02/15/2025	02/15/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CSU0224993	02/15/2025	02/15/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Polk County Solid Waste
10 Environmental Loop S
Winter Haven FL 33880

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/09/2025

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

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PRODUCER	Lee R. Rogers Agency, Inc.- DBA Florida Insurance Group 11531 Lake Underhill Road Orlando, FL 32825 License #: A224521	CONTACT NAME:	Elizabeth Sito
		PHONE (A/C, No, Ext):	407-277-6000
		FAX (A/C, No):	407-277-9777
		E-MAIL ADDRESS:	ebeths@floridainsurance.com
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Progressive	10193
INSURED	I4 WASTE VALET & RECYCLING LLC ROBENSON DORVIL 7802 Kingspointe Pkwy Ste 209 Orlando, FL 32819	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00017542-1348358** **REVISION NUMBER: 1**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			03843130	07/30/2025	07/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Polk County Solid Waste
10 Environmental Loop S
Winter Haven, FL 33880

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

Elizabeth Sito (ELZ)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/9/2025

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

PRODUCER LRA Insurance P.O. Box 948173 Maitland FL 32794	**CONTACT NAME:** Brittani Wiedemann **PHONE (A/C, No, Ext):** (407)838-3445 **FAX (A/C, No):** (407)838-3460 **E-MAIL ADDRESS:** bwiedemann@lrainsurance.com
INSURED I4 Waste Valet & Recycling, LLC 7802 KingsPointe Pkwy Suite 209 Orlando FL 32839	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A: Service Lloyds Insurance Company 43389 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 25 - 26 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			11134	6/22/2025	6/22/2026	X PER STATUTE ☐ 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

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

CERTIFICATE HOLDER

Polk County Solid Waste
10 Environmental Loop S
Winter Haven, FL 33880

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

John Lumbra/CLYN

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1556

POLK COUNTY WASTE & RECYCLING
NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE i4 Waste Valet and Recycling

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
N/A We do not								
Service compactors								
Dumpsters or rolloffs								

POLK COUNTY WASTE & RECYCLING
NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE i4 Waste Valet and Recycling

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE (RO, REL, FEL, ASL, ETC.)	CAPACITY (CU YD)	VEHICLE SIZE (GVW)	VEHICLE IDENTIFICATION NUMBER
Chevrolet	C6C	2003	Dump		22000	1GBJ6J1C03F514616
Isuzu	NPR	2017	Dump		25999	JALC4W16XH7000662
Ford	F550	2021	Trailer (NO Dump)		19500	1FDUFSHN7MEDSA390
Isuzu	NRR	2024	Dump		19500	JALE5W162R7307122
Isuzu	NPR-HD	2024	Dump		14500	54DC4W1D7RS220805

Zimmerman, Debra

From: i4ServiceTeam <info@i4wastevalet.com>
Sent: Tuesday, October 28, 2025 2:47 PM
To: Zimmerman, Debra
Subject: [EXTERNAL]: Re: Non-Exclusive Franchise Agreement
Attachments: Outlook-2rba03o0

Hello Debbie,

Thank you. I'll make the revisions and have the document notarized.

Just to clarify, we currently don't service compactors or handle trash removal from them. This is something we may consider adding to our services in the future.

At this time, in Polk County, we collect and dispose of household furniture items at the landfill. That's why I indicated that we don't service compactors.

Kindly,
Nadege

From: Zimmerman, Debra <debrazimmerman@polk-county.net>
Sent: Tuesday, October 28, 2025 1:59 PM
To: i4ServiceTeam <info@i4wastevalet.com>
Subject: RE: Non-Exclusive Franchise Agreement

Good afternoon,

The following verbiage needs to be added: "or agency enforcement cases after criminal proceeding"
Also, this form needs to be notarized.

Container List: Not sure what you mean by "We do not service compactors, dumpster. Or Rolloff. What is the nature of your business? Do you rent out your dumpsters? What is the Collection Frequency , Container Identification Numbers.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 251553 **CLASS: A** **EXPIRES: 09/30/2026**

OWNER NAME	LOCATION
ROBENSON DORVIL	

BUSINESS NAME AND MAILING ADDRESS

I4 WASTE VALET & RECYCLING LLC
I4 WASTE VALET & RECYCLING LLC
7802 KINGSPOINTE PKWY
ORLANDO, FL 32819

CODE	ACTIVITY TYPE
560000	LTD SUPPORT SERVICE

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

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

PAID - 3420008 07/16/2025 OPY **OLP 31.50** **I4 WASTE VALET & RECYCLING LLC**

INDEMNITY

WHEREAS, THE UNDERSIGNED Robenson Donvil (the "Undersigned"), is the Owner of 14 Waste Valet and Recycling (the "_____"), a _____,

WHEREAS, the Owner, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the 14 Waste Valet and Recycling

NOW, THEREFORE, in consideration of the benefits accruing to the _____ and for other good and valuable consideration, the Undersigned, by and on behalf of the 14 Waste Valet and Recycling does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, 14 Waste Valet and Recycling _____, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Robenson Donvil this 17th day of October, 2025.

ATTEST:

By: Deborah Karen Glasgow

Deborah Karen Glasgow

[Printed Name, Title]

_____

a _____

By: _____

Robenson Donvil Founder

[Printed Name, Title]

SEAL

Notary Public State of Florida
Deborah Karen Glasgow
My Commission HH 587132
Expires 9/9/2028

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Orange

Before me, the undersigned notary public authorized to administer oaths, personally appeared Robenson Dorvil who, first being duly sworn, on oath deposes and states, as follows:

1) He is Owner of i4 Waste Valet and Recycling a S corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against i4 Waste Valet and Recycling

4) There are no liens of record filed by the Internal Revenue Service against i4 Waste Valet and Recycling

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against i4 Waste Valet and Recycling

6) Robenson Dorvil acknowledges and consents that the County shall have the right to inspect i4 Waste Valet and Recycling vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, i4 Waste Valet and Recycling has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term 2026 will continue to comply with the same.

Further the affiant sayeth not.

Dated the 17th day of October, 2025

Sworn Person Signature

Robenson Dorvil Founder
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 17th day of October, 2025, by Robenson Dorvil, who is either ☑ personally known to me; or ☐ has produced NA as identification.

Notary Public State of Florida
Deborah Karen Glasgow
My Commission HH 587132
Expires 9/9/2028

Deborah Karen Glasgow
Notary Public Signature

Deborah Karen Glasgow
Printed Name of Notary Public

HH587132 9/9/2028
Notary Commission Number/Expiration

(AFFIX NOTORIAL SEAL)

Thank you for your payment

Confirmation #	183830883
Date	Thursday, October 9, 2025, 12:23:18 PM US Eastern Time
Total Amount	$752.95
Paid with	Business Checking account ending in 4622
Customer Information	Robenson Dorvil info@i4WasteValet.com (321) 370-1707

Transaction Details

Bill Type	Details		Amount
License Renewal	**Company Name:** i4 Waste Valet and Recycling		$750.00
	Ticket or Invoice Number:	Franchise Application Fee	
		Sub Total	$750.00
		Convenience Fee	$2.95
		Total	**$752.95**

CONVENIENCE FEE
Your agency has partnered with a third party service provider to provide you with convenient online payment services via credit card debit card or electronic check payments. IN ORDER TO USE THIS SERVICE YOU MAY HAVE TO PAY A NON-REFUNDABLE CONVENIENCE FEE IN ADDITION TO THE AMOUNT(S) OWED TO YOUR PAYEE. Please note that the service provider (not your Payee) will appear as the merchant of record next to your payment on your bank or credit card

Thank you for your payment!

This service has been provided by Polk County BoCC - Solid Waste, FL and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Polk County BoCC - Solid Waste, FL . The Polk County BoCC - Solid Waste department Thanks You For Your Payment. Credit Card Services provided by Polk County BoCC - Solid Waste department are in connection with POINT & PAY.

Name:	Robenson Dorvil
Address:	7802 Kingspointe Parkway, Orlando 00, 00, 32819
Contact:	3213701707
Comments:	
Payment ID:	**183830883**
Date:	10/09/25 12:23 PM
Subtotal:	$750.00
Fee:	$2.95
Total:	$752.95
Method:	Electronic Check(**********4622)

Item Purchased	Transaction Description	Account	Amount
License Renewal	CTYPolkWsteGOV	Franchise Application Fee	$750.00

Signature:_____ **Date:**_____/_____/_____

By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *CTYPolkWsteGOV* . If you have any questions about the charges please call 1-888-891-6064.

Print Receipt Close Window

14 waste

Polk County

Board of County Commissioners

Agenda Item R.37. 1/20/2026

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by RAM Waste Management Inc., d/b/a Dumpster Dudez of Polk County. (No fiscal impact)

DESCRIPTION

RAM Waste Management Inc., d/b/a Dumpster Dudez of Polk County, is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by RAM Waste Management Inc., d/b/a Dumpster Dudez of Polk County, as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Ram Waste (dumpster Dz.) Date: 09.29.25

Status	Brief Description of Application Requirements
☐ Met; 1. ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☑ Met; 2. ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☐ Met; 3. ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☐ Met; 4. ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☑ Met; 5. ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☑ Met; 6. ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☑ Met; 7. ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☐ Met; 8. ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
☐ Met; 9. ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☑ Met 10. ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☐ Met; 11. ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☐ Met 12. ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5) CK: 1045 700.00 Need Addition $50.00

R A M WASTE MANAGEMENT INC
d/b/a
DUMPSTER DUDEZ OF POLK COUNTY
6029 WOODALE DR
LAKELAND, FL 33811

October 14, 2025

To Whom It May Concern:

R A M Waste Management Inc is owned either directly or indirectly by Joseph S Harrison. Joseph S Harrison is President and handles the daily operations of the company. R Read Peaslee, is Vice President and Treasurer of the company and handles the payment of bills and preparation of financial statements.

Neither principal had any prior experience in the collection of Solid Waste and disposal of same. Joseph S Harrison was a Polk County Firefighter of the past 20 years.

Regards

Joseph S Harrison
President

State of Florida
Department of State

I certify from the records of this office that R A M WASTE MANAGEMENT INC. is a corporation organized under the laws of the State of Florida, filed on August 15, 2024.

The document number of this corporation is P24000053260.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 25, 2025, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of October, 2025



Secretary of State

Tracking Number: 6972509586CU

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

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

R A M WASTE MANAGEMENT INC
d/b/a
DUMPSTER DUDEZ OF POLK COUNTY
6029 WOODALE DR
LAKELAND, FL 33811

October 14, 2025

To Whom It May Concern:

As of the date of correspondence state above, R A M Waste Management Inc, d/b/a Dumpster Dudez of Polk has never had involvement as a subject or as a part in any litigation, criminal proceeding, or agency enforcement cases as applicable to its principals and officers.

I, Joseph S Harrison, President of R A M Waste Management d/b/a Dumpster Dudez of Polk County, do attest the above statement to be true and correct.

Joseph S Harrison, President

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me on this 15th day of October, Joseph S Harrison, personally know to me.

Maria Leon-Espinosa
Notary

Notary Public State of Florida
Maria E Leon-Espinosa
My Commission HH 698042
Expires 5/13/2028

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2025

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

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

PRODUCER Poppell Insurance Inc. 503 W. Dr. M. L. King Blvd. Plant City FL 33563-5217	CONTACT NAME: Patty Lyons PHONE (A/C, No, Ext): (813) 752-4155 FAX (A/C, No): (813) 752-7681 E-MAIL ADDRESS: Patty@poppellinsurance.com
INSURED R A M Waste Management Inc 6029 Woodale Dr Lakeland FL 33811	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Evanston Insurance C0 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 25-26 incl umb **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			3AA954624	11/17/2025	11/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Included $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EZXS3226891	12/18/2025	11/17/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

Polk County, a political subdivision of the
State of Florida
330 W Church St Rm 150
Bartow FL 33830

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

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BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/5/2025 **EXPIRATION DATE:** 12/5/2027

PERSON: JOSEPH S HARRISON **EMAIL:** READP@CCHRP.COM

FEIN: 994624822

BUSINESS NAME AND ADDRESS:

R A M WASTE MANAGMENT INC

DUMPSTER DUDEZ OF POLK COUNTY

6029 WOODALE DR ,

LAKELAND, FL 33811

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE RAM WASTE MAN/

FOR YEAR 10/01/2025 TO 09/30/2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE *(RO, REL, FEL, ASL, ETC.)*	CAPACITY *(CU YD)*	VEHICLE SIZE *(GVW)*	VEHICLE IDENTIFICATION NUMBER
CHEVROLET	6500 4x4	2024	RO	20	2300	1HTKJPVM2RH225094

1571

REVISED 08/2014

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE RAM WASTE MANA

FOR YEAR 10/01/2025 TO 09/30/2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
NO CONTRACT CUSTOMERS - ALL CUSTOMERS ARE ON AN AS NEEDED BASIS	20					X		~~00~~-01
						✓		~~00~~-0A
						✓		10-03
						✓		10-04
						✓		10-05
						✓		15-01
								15-02
								15-03
								15-04
								1505
								20-01
							25-01	20-02
							~~25-02~~	20-03
							25-03	20-04
							25-04	20-05
							25-05	

1572

REVISED 08/2014

POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM

ACCOUNT NO. 260341 **CLASS:** B **PAYMENT DUE BY:** 09/30/2025

OWNER NAME	LOCATION
JOSEPH HARRISON	6155 S FLORIDA AVE LAKELAND

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
RAM WASTE MANAGEMENT INC DUMPSTER DUDEZ OF POLK COUNTY 6029 WOODALE DR LAKELAND, FL 33813	530115	RENTAL SERVICE

SIGN HERE **RAMWM863@GMAIL.COM**

SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.	**AMOUNT DUE: 79.30**

PAID - 3940442 12/17/2025 OPY **OLP 79.30 RAM WASTE MANAGEMENT INC**

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

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

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

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser`s Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 260341 **CLASS:** B **EXPIRES:** **09/30/2026**

OWNER NAME	LOCATION
JOSEPH HARRISON	6155 S FLORIDA AVE LAKELAND

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
RAM WASTE MANAGEMENT INC DUMPSTER DUDEZ OF POLK COUNTY 6029 WOODALE DR LAKELAND, FL 33813	530115	RENTAL SERVICE

PROFESSIONAL LICENSE (IF APPLICABLE)

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3940442 12/17/2025 OPY **OLP 79.30 RAM WASTE MANAGEMENT INC**

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned notary public authorized to administer oaths, personally appeared JOSEPH S HARRISON who, first being duly sworn, on oath deposes and states, as follows:

1) He is PRESIDENT OF RAM WASTE MANAGEMENT INC, a FLORIDA corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against RAM WASTE MANAGMENT INC.

4) There are no liens of record filed by the Internal Revenue Service against RAM WASTE MANAGMENT INC.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against RAM WASTE MANAGMENT INC.

6) JOSEPH S HARRISON acknowledges and consents that the County shall have the right to inspect RAM WASTE MANAGMENT INC vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, RAM WASTE MANAGMENT INC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term _____ will continue to comply with the same.

Further the affiant sayeth not.

Dated the 06 day of OCTOBER, 2025

Sworn Person Signature

JOSEPH S HARRISON, PRESIDENT
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 6 day of October, 2025, by Joseph S Harrison, who is either ☒ personally known to me; or ☐ has produced _____ as identification.

Notary Public State of Florida
Maria E Leon-Espinosa
My Commission HH 698042
Expires 5/13/2028

(AFFIX NOTORIAL SEAL)

Maria Leon
Notary Public Signature

Maria Leon
Printed Name of Notary Public

HH698042 5/13/28
Notary Commission Number/Expiration

INDEMNITY

WHEREAS, THE UNDERSIGNED Joseph S Harrison (the "Undersigned"), is the President of R A M Waste Managment Inc (the "Company"), a C Corporation,

WHEREAS, the Joseph S Harrison, is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the R A M Waste Managment Inc

NOW, THEREFORE, in consideration of the benefits accruing to the R A M Waste Managment Inc and for other good and valuable consideration, the Undersigned, by and on behalf of the R A M Waste Managment Inc does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, R A M Waste Managment Inc, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the R A M Waste Managment Inc this ___ day of _____, 20___.

ATTEST:

By: _____

Richard Read Peaslee, Notary

[Printed Name, Title]

R A M Waste Managment Inc
a C Corp

By: _____

Joseph S Harrison President

[Printed Name, Title]

AFFIX NOTORIAL SEAL

NOTARY PUBLIC
Expires 5/2/2028
Richard Read Peaslee
My Commission HH 523497
STATE OF FLORIDA

DEPARTMENT OF Solid Waste, POLK COUNTY FLORIDA No 97351

RECEIVED FROM RAM Waste Management Inc Date 10/06 20 25

FUND	COST CENTER	ACCOUNT	PROJECT

FOR: New Franchise Fee $ 700.00

$

$

$

CASH ☐ _____ BY: Veronica Turpin-Cozart

CHECK ☐ 1045 TOTAL $700.00

REVISED 05/12

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

R A M WASTE MANAGEMENT INC
6029 WOODALE DR
LAKELAND, FL 33811

CITIZENS BANK & TRUST
5850 S FLORIDA AVE
LAKELAND, FL 33813

1045

Oct 7, 2025

PAY TO THE ORDER OF POLK COUNTY SOLID WASTE $ 700.00

Seven Hundred and 00/100 Dollars

DOLLARS

POLK COUNTY SOLID WASTE
10 ENVIRONMENTAL LOOP S
WINTER HAVEN, FL 33880

MEMO1319

AUTHORIZED SIGNATURE

VOID VOID VOID VOID VOID VOID VOID VOID VOID VOID VOID VOID

⑈001045⑈ ⑆063103407⑆ 5600441901⑈

DEPARTMENT OF Solid Waste, POLK COUNTY FLORIDA No 97891

RECEIVED FROM R.A.M Waste Management Inc Date 10/15 20 25

FUND	COST CENTER	ACCOUNT	PROJECT

FOR: Remaning Balance on new Franchise $ 50.00

$

$

$

CASH ☐

CHECK ☒ 1046

BY: Veronica Turpin-Grant

TOTAL $ 50.00

REVISED 05/12

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

VOID VOID VOID VOID VOID VOID VOID VOID VOID VOID VOID VOID

R A M WASTE MANAGEMENT INC
6029 WOODALE DR
LAKELAND, FL 33811

CITIZENS BANK & TRUST
5850 S FLORIDA AVE
LAKELAND, FL 33813

1046

Oct 14, 2025

PAY TO THE ORDER OF POLK COUNTY SOLID WASTE $ 50.00

Fifty and 00/100 Dollars DOLLARS

POLK COUNTY SOLID WASTE
10 ENVIRONMENTAL LOOP S
WINTER HAVEN, FL 33880

MEMO 1319

RUB RED IMAGE FADES WITH HEAT

AUTHORIZED SIGNATURE

⑈001046⑈ ⑆063103407⑆ 560044901⑈

Polk County

Board of County Commissioners

Agenda Item R.38. 1/20/2026

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Barajas Junk Removal & Services LLC. (No fiscal impact)

DESCRIPTION

Barajas Junk Removal & Services LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Barajas Junk Removal & Services LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

DRAFT

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Barajas Junk Removal Date: _____

Status	Brief Description of Application Requirements
☒ Met; ☐ Not Met	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☒ Met; ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☒ Met; ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☒ Met; ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c)
☒ Met; ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☒ Met; ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☒ Met; ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☒ Met; ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g)
☒ Met; ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☒ Met; ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i)
☒ Met; ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j)
☒ Met; ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)

Zimmerman, Debra

From: Cindel Barajas <cindelnm@gmail.com>
Sent: Friday, November 21, 2025 2:01 PM
To: Zimmerman, Debra
Subject: [EXTERNAL]: Re: [EXTERNAL]: Re: [EXTERNAL]: Re: [EXTERNAL]: Re: Non- Exclusive Franchise Agreement

BARAJAS JUNK REMOVAL & SERVICES| 309 COURTLAND ST | AUBURNDALE, FL 33823

| PHONE: (863) 640-9578 (863) 640-9642|

October 11, 2025

To Whom It May Concern:

As of the date of the correspondence stated above, Barajas Junk Removal & Service as w as its managing member and owner, Israel Barajas, has never and is currently not involve in any type of litigation, criminal proceeding, judgement, or agency enforcement cases and/or Liens including the Internal Revenue Service and all state and/or federal government litigation or civil

Signature:

I, Israel Barajas **MGR/Owner of** Barajas Junk Removal Services, **do attest the above statement to be true and correct.**

State of Florida County of Polk

The foregoing instrument was acknowledged before me this 11 **day of** Octobar 20

Personally Known ____ **or Produced Identification** ✓ FL B626241393141O

VERONICA HERNANDEZ
Commission # HH 658830
Expires March 31, 2029

BARAJAS JUNK REMOVAL & SERVICES| 309 COURTLAND ST | AUBURNDALE, FL 33823

| PHONE: (863) 640-9578 (863) 640-9642|

Industry: Solid Waste Management & Recycling
Location: 309 Courtland St Auburndale FL 33823
Contact: Israel Barajas or Nichole Barajas (863) 640-9642

Company Overview:

Barajas Junk Removal & Services is a residential and commercial junk removal service serving Polk County and surrounding areas.

Core Servies:

- Yard waste and debris removal
- Construction and renovation cleanup
- Specialized item removal such as appliances, furniture, and electronics
- Hurricane debris
- Deck/shed demolition

Experience with Solid Waste:
I am a small business and the only personnel at Barajas Junk Removal establish 2021 and over the years we have asked questions to Polk County Solid Waste and have abided by signage at the landfill. We advise our customers ahead of time of what items we do and do not pick up.

Our Safety-First Commitment:
At Barajas Junk Removal & Services,

1. Comply with motor vehicle laws.
2. Comply with waste management rules and regulations.
3. Wear PPE, including, but not limited to gloves and masks when picking up & disposing of debris.
4. Secure all loads.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2025

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

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

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Israel Barajas
Barajas Junk Removal & Services LLC
309 Courtland St
Auburndale, FL 33823

COVERAGES **CERTIFICATE NUMBER:** 681969602 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		NXT7VJL7T4-04-GL	11/16/2025	11/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		NXT7VJL7T4-04-GL	11/16/2025	11/16/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000.00 $ 1,000,000.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Contractors Errors and Omissions	X		NXT7VJL7T4-04-GL	11/16/2025	11/16/2026	Each Occurrence: Aggregate:	$25,000.00 $50,000.00

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

The Certificate Holder is Polk County Landfill Solid Waste. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the Insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Polk County Landfill Solid Waste
330 W Church St
Bartow, FL 33830

LIVE CERTIFICATE
Click or scan to view

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

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(1)(2)

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
BARAJAS JUNK REMOVAL & SERVICES LLC

Filing Information

Document Number	L21000415018
FEI/EIN Number	87-2906334
Date Filed	09/20/2021
Effective Date	09/20/2021
State	FL
Status	ACTIVE

Principal Address

309 COURTLAND ST
AUBURNDALE, FL 33823

Mailing Address

309 COURTLAND ST
AUBURNDALE, FL 33823

Registered Agent Name & Address

BARAJAS, ISRAEL M
309 COURTLAND ST
AUBURNDALE, FL 33823

Authorized Person(s) Detail

Name & Address

Title AMBR

ISRAEL, BARAJAS M
309 COURTLAND ST
AUBURNDALE, FL 33823

Annual Reports

Report Year	Filed Date
2023	01/25/2023
2024	03/20/2024
2025	04/26/2025

Document Images

04/26/2025 -- ANNUAL REPORT	View image in PDF format
03/20/2024 -- ANNUAL REPORT	View image in PDF format
01/25/2023 -- ANNUAL REPORT	View image in PDF format
04/30/2022 -- ANNUAL REPORT	View image in PDF format
09/20/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

(8)

BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/9/2024 **EXPIRATION DATE:** 12/9/2026

PERSON: ISRAEL M BARAJAS **EMAIL:** BARAJASTRAILERRENTAL@GMAIL.COM

FEIN: 872906334

BUSINESS NAME AND ADDRESS:

BARAJAS JUNK REMOVAL & SERVICES LLC

309 COURTLAND ST

AUBURNDALE, FL 33823

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

(1)
(2)

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 26, 2025
Secretary of State
3378247664CC

DOCUMENT# L21000415018

Entity Name: BARAJAS JUNK REMOVAL & SERVICES LLC

Current Principal Place of Business:

309 COURTLAND ST
AUBURNDALE, FL 33823

Current Mailing Address:

309 COURTLAND ST
AUBURNDALE, FL 33823 US

FEI Number: 87-2906334

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BARAJAS, ISRAEL M
309 COURTLAND ST
AUBURNDALE, FL 33823 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AMBR
Name	ISRAEL, BARAJAS M
Address	309 COURTLAND ST
City-State-Zip:	AUBURNDALE FL 33823

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ISRAEL BARAJAS AMBR 04/26/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Barajas Junk Removal + Services

FOR YEAR 2025

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE (RO, REL, FEL, ASL, ETC.)	CAPACITY (CU YD)	VEHICLE SIZE (GVW)	VEHICLE IDENTIFICATION NUMBER
Ford	F250	2004	Truck		5796	1FTNX21L44EA09153
			~~Dump Trailer~~	11		
			Trailer			
			CAN			
			CAN			
			CAN			

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Barajas Junk Removal & Services

FOR YEAR 2025-2026

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
rental			/		13 y	/		2
rental	/				11 y	/		1
rental			/		13 y	/		3
rental			/		13 y	/		4

1588

(9)

POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM

ACCOUNT NO. 248877 **CLASS:** A **PAYMENT DUE BY:** 09/30/2025

OWNER NAME	LOCATION
ISRAEL M BARAJAS	309 COURTLAND AVE AUBURNDALE

BUSINESS NAME AND MAILING ADDRESS

BARAJAS JUNK REMOVAL & SERVICES
BARAJAS JUNK REMOVAL & SERVICES
309 COURTLAND AVE
AUBURNDALE, FL 33823

CODE	ACTIVITY TYPE
920000	LTD PUBLIC SERVICE
230000	LTD NON-LICENSED CONSTRUCTION ONLY
810000	LTD OTHER SERVICES

SIGN HERE BARAJASTRAILERRENTAL@GM

SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.	**AMOUNT DUE: 31.50**

PAID - 3454763 08/05/2025 OPY **OLP 31.50 BARAJAS JUNK REMOVAL & SERVICES**

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

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

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

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser`s Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 248877 **CLASS:** A **EXPIRES:** **09/30/2026**

OWNER NAME	LOCATION
ISRAEL M BARAJAS	309 COURTLAND AVE AUBURNDALE

BUSINESS NAME AND MAILING ADDRESS

BARAJAS JUNK REMOVAL & SERVICES
BARAJAS JUNK REMOVAL & SERVICES
309 COURTLAND AVE
AUBURNDALE, FL 33823

CODE	ACTIVITY TYPE
920000	LTD PUBLIC SERVICE
230000	LTD NON-LICENSED CONSTRUCTION ONLY
810000	LTD OTHER SERVICES

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3454763 08/05/2025 OPY **OLP 31.50 BARAJAS JUNK REMOVAL & SERVICES**

INDEMNITY

WHEREAS, THE UNDERSIGNED Israel Barajas (the "Undersigned"), is the owner of Barajas Junk Removal + Services (the "_____"), a _____,

WHEREAS, the Barajas Junk Removal + Services is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Barajas Junk Removal + Services

NOW, THEREFORE, in consideration of the benefits accruing to the Barajas Junk Removal + Services and for other good and valuable consideration, the Undersigned, by and on behalf of the Barajas Junk Removal + Services does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Barajas Junk Removal + Services _____, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the self / owner this 29 day of September, 2025.

ATTEST:

By: [signature]

Israel Barajas - Owner
[Printed Name, Title]

Israel Barajas provided a FL DL B622413931410

By: _____

_____
[Printed Name, Title]

AFFIX NOTORIAL SEAL

NOTARY PUBLIC STATE OF FLORIDA
VERONICA HERNANDEZ
Commission # HH 658830
Expires March 31, 2029

(10)

AFFIDAVIT SUPPORTING RENEWAL OF NONEXCLUSIVE FRANCHISE TO COLLECT, REMOVE, AND TRANSPORT COMMERCIAL SOLID WASTE WITHIN POLK COUNTY

STATE OF FLORIDA
COUNTY OF Polk

Before me, the undersigned notary public authorized to administer oaths, personally appeared Israel Barajas who, first being duly sworn, on oath deposes and states, as follows:

1) He is Owner/managing member, a Limited Liability corporation.

2) He has personal knowledge of the facts stated in this Affidavit and that all such facts are true and correct.

3) There are no unsatisfied judgments entered against Barajas Junk Removal + Services

4) There are no liens of record filed by the Internal Revenue Service against Barajas Junk Removal + services

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against Barajas Junk Removal + Services

6) Israel Barajas acknowledges and consents that the County shall have the right to inspect Barajas Junk Removal + services vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Barajas Junk Removal + Services has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, and if awarded a renewal term of 1 year will continue to comply with the same.

Further the affiant sayeth not.

Dated the 29 day of September, 2025

[redacted]
Sworn Person Signature

Israel Barajas
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 29 day of September, 2025, by Israel Barajas, who is either ☐ personally known to me; or ☑ has produced FL DL B622413931410 as identification.

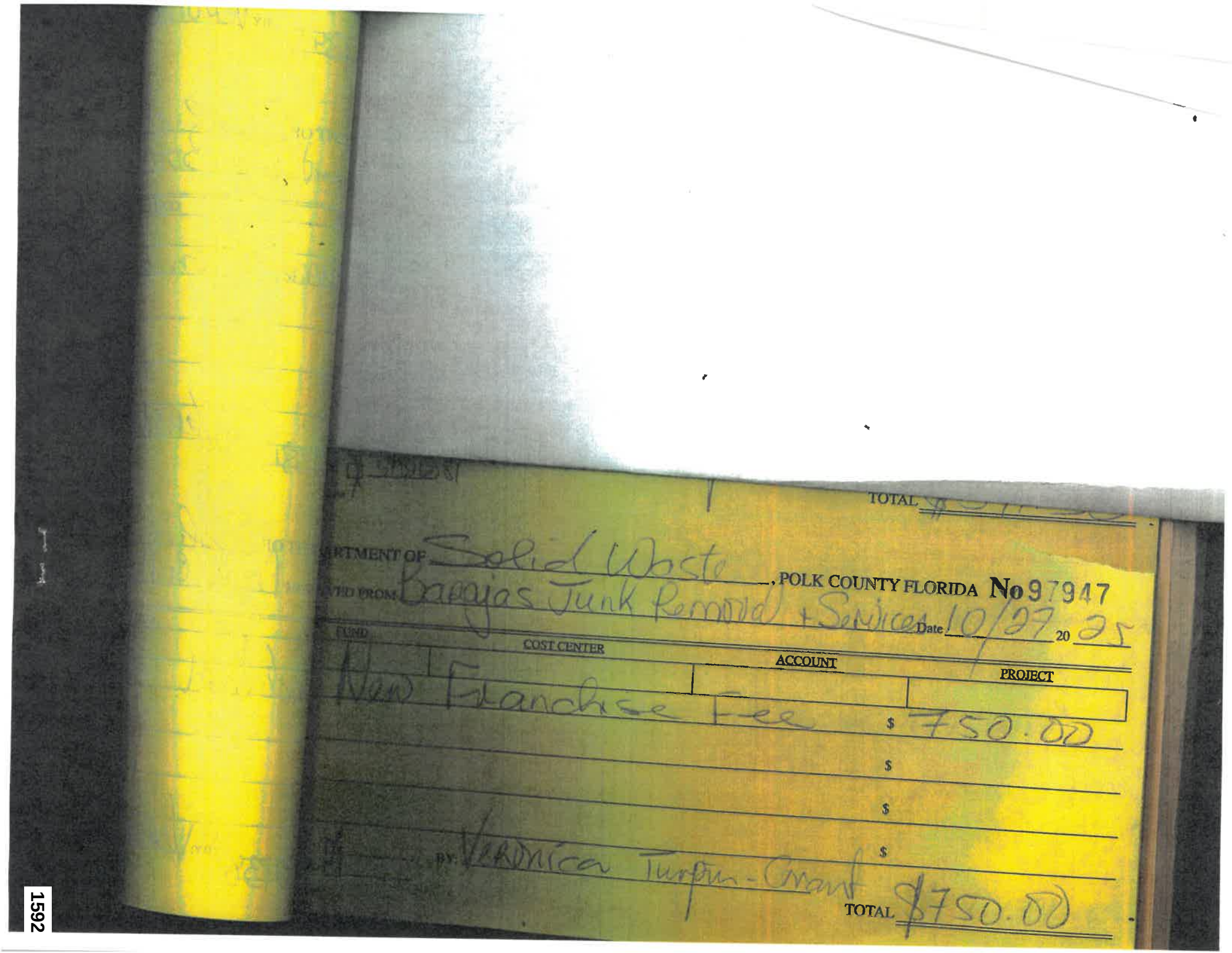
[redacted]
Notary Public Signature

Veronica Hernandez
Printed Name of Notary Public

3/31/29
Notary Commission Number/Expiration

VERONICA HERNANDEZ
Commission # HH 658830
Expires March 31, 2029

(AFFIX NOTORIAL SEAL)


TOTAL

ARTMENT OF Solid Waste, POLK COUNTY FLORIDA No 97947

EIVED FROM Barajas Junk Removal + Services Date 10/27 20 25

FUND	COST CENTER	ACCOUNT	PROJECT	
Non Franchise Fee				$ 750.00
				$
				$
				$

BY Veronica Turpin-Grant

TOTAL $750.00

1592

Polk County

Board of County Commissioners

Agenda Item R.39. 1/20/2026

SUBJECT

Approve a New Non-Exclusive Commercial Franchise for FY2025-26 by Michael King Trucking LLC. (No fiscal impact)

DESCRIPTION

Michael King Trucking LLC is requesting approval for new Non-Exclusive Commercial Franchise for FY2025-26 pursuant to Article IV of the Solid Waste Ordinance, 13-069.

RECOMMENDATION

Recommend the Board grant approval of the application by Michael King Trucking LLC as a Non-Exclusive Commercial Franchise for FY2025-26.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Barbara Ramos
Financial Administrator
Polk County Solid Waste Division
10 Environmental Loop S, Winter Haven FL 33880
863.284.4319

COMMERCIAL COLLECTION SERVICE FRANCHISE APPLICATION CHECK-LIST

Applicant: Kings Trucking LLC Date: 01.05.26

Status	Brief Description of Application Requirements
☒ Met; **1.** ☐ Not	Identity of the applicant, to include its principals, partners, and management. Section 4-1 C. (2)(a)
☒ Met; **2.** ☐ Not Met	Evidence the entity is authorized to do business with the State of Florida and in good standing with the Department of State. Section 4-1 C. (2)(a)
☒ Met; **3.** ☐ Not Met	Information regarding the experience and qualifications of the applicant and its personnel with regard to Solid Waste collection. Section 4-1 C. (2)(b)
☒ Met; **4.** ☐ Not Met	Information about the applicant's (including its principals, partners, and officers) involvement as a subject or as a part in any litigation, criminal proceedings, or agency enforcement cases. Section 4-1 C. (2)(c) **MUST BE NOTARIZED**
☒ Met; **5.** ☐ Not Met	List of all vehicles, equipment and other physical assets [by make, model, capacity, size, type and VIN] the applicant will use to collect and transport Solid Waste when providing Commercial Collection service within Polk County. Section 4-1 C. (2)(d)
☒ Met; **6.** ☐ Not Met	List identifying the frequency of Commercial Collection Service applicant provides to its customers with the identification number, size, capacity, and type of each dumpster, roll cart, roll-off Container and compactor that the applicant will use to collect Commercial Solid Waste within the County. Section 4-1 C. (2)(e)
☒ Met; **7.** ☐ Not Met	Applicant's acknowledgment and consent the County has the right to inspect the applicant's vehicles, Containers, compactors and other equipment at any time. Section 4-1 C. (2)(f)
☒ Met; **8.** ☐ Not Met	Original Certificates of Insurance evidencing current compliance with CGL coverage (NLT $2M per occurrence) and State statutory workers' comp. coverage (or waiver). Section 4-1 C. (2)(g) **Certificate Holder: Polk County, a political subdivision of the State of Florida. 330 W Church St, Rm 150 Bartow, FL 33830**
☒ Met; **9.** ☐ Not Met	Evidence the applicant has obtained all permits and licenses required by law or ordinance to provide Commercial Collection Service within the County. Section 4-1 C. (2)(h)
☒ Met **10.** ☐ Not Met	Delivery of Sworn affidavit confirming: (i) no unsatisfied judgments pending against the applicant; (ii) no liens of record filed by the IRS or State against the applicant; (iii) applicant will comply with all Ord. requirements and all applicable laws. Section 4-1 C. (2)(i) **MUST BE NOTARIZED**
☒ Met; **11.** ☐ Not Met	Delivery of written indemnity of County from any loss which may result from the applicant, its employees, subcontractors, agents, failure to perform in compliance with the terms of the franchise or the Ordinance. Section 4-1 C. (2)(j) **MUST BE NOTARIZED**
☒ Met **12.** ☐ Not Met	Delivery of applicable Commercial Franchise application fee. Section 4-1 C. (5)



Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List | Next On List | Return to List

Michael king trucking
Search

Events **No Name History**

Detail by Entity Name

Florida Limited Liability Company
MICHAEL KING TRUCKING LLC

Filing Information

Document Number	L13000031739
FEI/EIN Number	20-0746838
Date Filed	03/01/2013
Effective Date	02/28/2013
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/30/2015

Principal Address

2487 Gerber Dairy
Winter Haven, FL 33880

Changed: 04/26/2018

Mailing Address

2487 Gerber Dairy
Winter Haven, FL 33880

Changed: 04/26/2018

Registered Agent Name & Address

KING, MICHAEL
2487 Gerber Dairy
Winter Haven, FL 33880

Name Changed: 01/30/2015

Address Changed: 04/26/2018

Authorized Person(s) Detail

Name & Address

Title MGRM

KING, MICHAEL
2487 Gerber Dairy
Winter Haven, FL 33880

Annual Reports

Report Year	Filed Date
2023	04/04/2023
2024	04/18/2024
2025	04/12/2025

Document Images

04/12/2025 – ANNUAL REPORT View image in PDF format



MICHKIN-01 SELLERBE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/23/2025

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

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

PRODUCER Mitchell Insurance Agency, Inc. 2929 Lakeland Highlands Rd. Ste. 1 Lakeland, FL 33803	CONTACT NAME: Stephanie Lynn Ellerbe PHONE (A/C, No, Ext): (863) 688-4455 FAX (A/C, No): (863) 688-4477 E-MAIL ADDRESS: steph@mitchellfl.com
INSURED Michael King Trucking LLC 2487 Gerber Dairy Road Winter Haven, FL 33880	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Southern Owners Ins. Co. — 10190 INSURER B : Auto-Owners Insurance Company — 18988 INSURER C : INSURER D : INSURER E : INSURER F :

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		72234628	9/23/2025	9/23/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			4123462801	7/11/2025	7/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

General Liability Limit Increase Effective 12/15/2025

Additional insured in regards to commercial general liability (when required by written contract): Polk County, a political subdivision of the State of Florida

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
330 W. Church Street
Room 150
Bartow, FL 33830

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

Stephanie Ellerbe

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STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 6/9/2025 **EXPIRATION DATE:** 6/9/2027

PERSON: MICHAEL B KING **EMAIL:** BODYWORX96@AOL.COM

FEIN: 200746838

BUSINESS NAME AND ADDRESS:

MICHAEL KING TRUCKING LLC

2487 GERBER DAIRY RD

WINTER HAVEN, FL 33880

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

MICHAEL KING TRUCKING LLC

10-20-2025

To whom it my concern:

As of the date of the correspondence stated above , Michael King Trucking LLC, as well as it's Managing/Owner Michael King has never had involvement as a subject or as a part in any litigation,criminal proceedings, or agency enforcement cases.

I, Michael King MGR\Owner of Michael King Trucking LLC do attest the above statement to be true and correct.

State Florida County of Polk

The foregoing instrument was acknowledged before me this 23rd day of October, 2025 Personally know or Produced identification

Jessica Gonzalez

JESSICA GONZALEZ NOTARY PUBLIC MY COMMISSION EXPIRES 4-4-2026 STATE OF FLORIDA COMMISSION NUMBER HH 240924

1599

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL VEHICLE LIST

FRANCHISEE Michael king trucking LLC

FOR YEAR _____

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

VEHICLE MAKE	VEHICLE MODEL	YEAR	TYPE (RO, REL, FEL, ASL, ETC.)	CAPACITY (CU YD)	VEHICLE SIZE (GVW)	VEHICLE IDENTIFICATION NUMBER
Mack	Mack 600	1997	Roll off			1M2P267C8VM030404

1600

POLK COUNTY WASTE & RECYCLING

NON-EXCLUSIVE COMMERCIAL FRANCHISE ANNUAL CONTAINER LIST

FRANCHISEE Michael King Trucking LLC

FOR YEAR _____

OFFICE USE ONLY

DATE RECEIVED _____

DATE TO AUDITING _____

ACCEPTED _____

CUSTOMER NAME	CONTAINER TYPE/SIZE				CAPACITY (CU YD)	COLLECTION FREQUENCY		CONTAINER IDENTIFICATION NUMBER
	DUMPSTER	COMPACTOR	ROLL OFF	OTHER		ON CALL	DAYS/WK	
Rental			✓			✓		1-8
1-8						✓		
						✓		
						✓		
						✓		
						✓		
						✓		
						✓		
								✓
✓								

REVISED 08/2014

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 13941 **CLASS:** B **EXPIRES:** 09/30/2026

OWNER NAME	LOCATION
MICHAEL KING TRUCKING LLC	1413 BERKLEY CT WINTER HAVEN

BUSINESS NAME AND MAILING ADDRESS

MICHAEL KING TRUCKING LLC
MICHAEL KING TRUCKING LLC
2487 GERBER DAIRY RD
WINTER HAVEN, FL 338805619

CODE **ACTIVITY TYPE**
480010 COMMERCIAL DRIVER

PROFESSIONAL LICENSE (IF APPLICABLE)
-

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3402325 07/07/2025 OPY **OLP 57.75** **MICHAEL KING TRUCKING LLC**

TC

~~COMMERCIAL NON-EXCLUSIVE FRANCHISE TO COLLECT~~

~~AND TRANSPORT SOLID WASTE~~

~~WITHIN POLK COUNTY~~

~~STATE OF FLORIDA~~

~~Before me, the undersigned notary public authorized to administer oaths, personally appeared~~ Michael King ~~who, first being duly sworn, on oath deposes and states, as follows:~~

1) He is Michael Kings trucking LLC, a LLC corporation.

2) He has personal knowledge of the facts stated in this ~~Affidavit and that all such facts are~~ true and correct.

3) There are no unsatisfied judgments entered against Michael King trucking LLC

4) There are no liens of record filed by the Internal Revenue Service against michael kings trucking LLC.

5) There are no liens of record filed by the State of Florida, or any agency or subdivision thereof, against michael king trucking LLC

6) michael kings trucking LLC acknowledges and consents that the County shall have the right to inspect michael kings trucking LLC vehicles, containers, compactors, and other equipment at any time.

7) During the time of the existing Commercial Franchise, Michael King trucking LLC has complied with all of the requirements stated in the Polk County Ordinance 13-069 and with all other applicable laws, ~~and if awarded a new franchise~~ Michael Kings trucking LLC will continue to comply with the same.

Further the affiant sayeth not.

Dated the 7th day of October, 2025

Michael King
Sworn Person Signature

Michael King Owner
Printed Name and Title of Sworn Person

The foregoing instrument was sworn (or affirmed) and subscribed before me this 7th day of October, 2025, by Michael King, who is either ☑ personally known to me; or ☐ has produced _____ as identification.

JESSICA GONZALEZ NOTARY PUBLIC MY COMMISSION EXPIRES 4-4-2026 STATE OF FLORIDA COMMISSION NUMBER HH240924

Jessica Gonzalez
Notary Public Signature

Jessica Gonzalez
Printed Name of Notary Public

HH240924 / 4-4-26
Notary Commission Number/Expiration

(AFFIX NOTARIAL SEAL)

INDEMNITY

WHEREAS, THE UNDERSIGNED Michael Kins (the "Undersigned"), is the owner of Michael Kins trucking LLC (the "_____"), a LLC corporation,

WHEREAS, the Michael Kins trucking LLC is herewith submitting an application to Polk County, a political subdivision of the State of Florida, (the "County") for the grant, renewal, or modification of a non-exclusive commercial franchise (a "Commercial Franchise") to collect, remove and transport commercial solid waste within the geographic areas of Polk County; and

WHEREAS, the Commercial Franchise application process is described in Polk County Ordinance 13-069 (the "Ordinance") and requires, among other matters, that an applicant indemnify the County from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in accordance with the terms of the awarded Commercial Franchise and the terms of the Ordinance; and

WHEREAS, the Undersigned is duly authorized to execute this instrument by and on behalf of the Michael Kins trucking LLC

NOW, THEREFORE, in consideration of the benefits accruing to the Michael Kins trucking LLC and for other good and valuable consideration, the Undersigned, by and on behalf of the Michael Kins trucking LLC does hereby forever release, indemnify, keep, save, and hold harmless the County, its commissioners, officers, officials, and employees, from and against any and all damages, losses, penalties, liabilities, costs and expenses of any kind or nature whatsoever that is proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, Michael Kins trucking LLC, its employees, subcontractors, or agents, failure to perform in compliance with the terms of the Commercial Franchise or failure to perform in compliance with the terms of the Ordinance.

IN WITNESS WHEREOF, the Undersigned has executed this instrument by and on behalf of the Michael Kins trucking LLC this 7th day of October, 2025.

ATTEST:

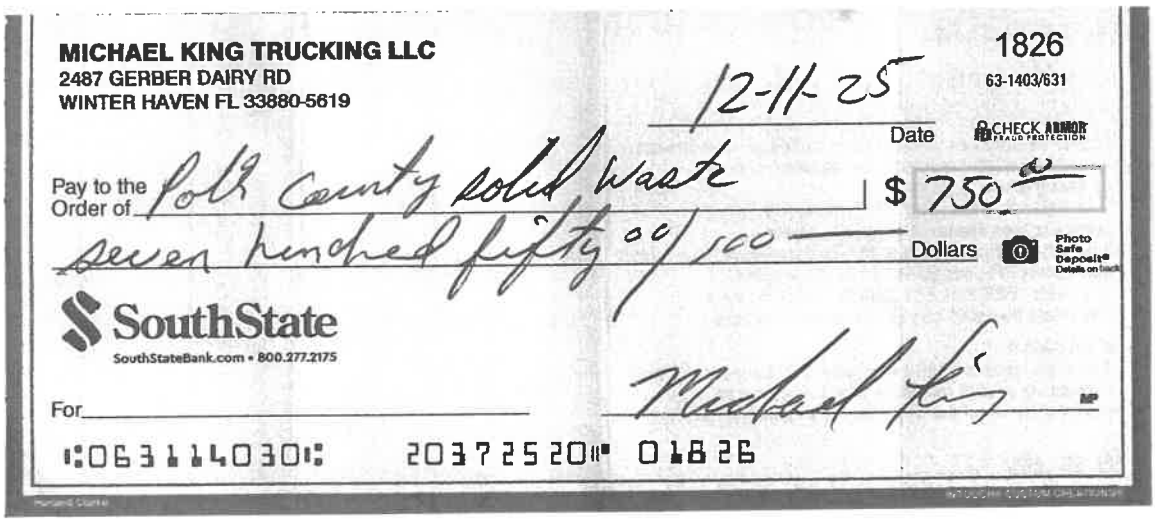
By: _____
Dalton Hart
[Printed Name, Title]

_____
a _____

By: _____
Jessica Gonzalez, Notary
[Printed Name, Title]

AFFIX NOTORIAL SEAL

JESSICA GONZALEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES 4-4-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 240924



MICHAEL KING TRUCKING LLC
2487 GERBER DAIRY RD
WINTER HAVEN FL 33880-5619

1826
63-1403/631

12-11-25
Date

CHECK ARMOR FRAUD PROTECTION

Pay to the Order of Polk County Solid Waste
$ 750.00

seven hundred fifty 00/100 Dollars

Photo Safe Deposit® Details on back

SouthState
SouthStateBank.com • 800.277.2175

For

Michael King

⑆063114030⑆ 20372520⑈ 01826

Agenda Item R.40. 1/20/2026

SUBJECT

Subordination Agreement for Lien for Affordable Housing Impact Fee Waiver - Norma Castellanos (No fiscal impact)

DESCRIPTION

Polk County recorded a Claim of Lien for an Affordable Housing Impact Fee Waiver in 2021 imposing a lien against property owned by Lakeland Habitat for Humanity, Inc., and occupied by Norma Castellanos, located in Polk County. The property is being conveyed to Norma Castellanos, and as part of such transaction, the lender, Lakeland Habitat for Humanity, Inc., has requested that the County's lien be subordinated to the new first mortgage that will be placed on the property as a result of the conveyance. A Subordination Agreement will be executed by the County to memorialize the lien subordination.

RECOMMENDATION

Authorize the Chairman to execute the Subordination Agreement which will subordinate the County's lien to the new first mortgage.

FISCAL IMPACT

None.

CONTACT INFORMATION

Sandra Howard
Deputy County Attorney
863-534-6437

Adrian Marquez
Fiscal Manager
863-534-6460

This Instrument Prepared By:
Sandra B. Howard, Esq.
Polk County Attorney's Office
P.O. Box 9005, Drawer AT01
Bartow, Florida 33831-9005

SUBORDINATION AGREEMENT

Polk County, Florida hereby agrees that the Affordable Housing Impact Fee Waiver Claim of Lien it holds from Norma L. Castellanos, recorded in Book 11830, Pages 1863 - 1865, of the Public Records of Polk County, Florida, encumbering the following described real property, to wit:

Lot 43, Orangewood Community, as recorded in Plat Book 78, Page(s) 50, Polk County, Florida

together with all improvements thereon, shall be and is subordinate to a first mortgage executed by Norma L. Castellanos to Lakeland Habitat for Humanity, Inc., on or around January 20, 2026, which mortgage shall not exceed $102,655 encumbering the subject property described herein.

POLK COUNTY, a political subdivision of the State of Florida

_____
Print Name: _____
Witness #1

By: _____
Martha Santiago, Ed.D., Chairman
Board of County Commissioners

_____
Print Name: _____
Witness #2

Date: _____

STATE OF FLORIDA
COUNTY OF POLK

I, _____, a Notary Public for the COUNTY OF POLK and State of FLORIDA, do hereby certify that Martha Santiago, Ed.D., as Chairman of the Board of County Commissioners of Polk County, Florida, personally appeared before me this day, by means of [ ] physical presence or [ ] online notarization, and acknowledged the due execution of the foregoing instrument. She is [ ] personally known to me or [ ] produced _____ as identification.

Witness my hand and official seal, this _____, day of _____, 2026.

_____
Notary Public

My Commission Expires:

(SEAL)