

AGREEMENT FOR WORLD CLASS MOTOCROSS FACILITY

#2024-036

AMENDMENT #1

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 Dream Traxx, LLC (the “Firm”), a Florida limited liability company, located at 2921 Crystal Beach Road, Winter Haven, Florida 33880, whose Federal Employer Identification number is 20-8410509.

WITNESSETH:

WHEREAS, the County and Firm entered into Agreement #2024-036 dated April 2, 2024 (the “Agreement”), for the purpose of providing professional services in connection with the conceptualization and construction of a world class motorcross facility located at Bone Valley ATV Park at 10427 CR 630 W. Mulberry, Florida 33960; and

WHEREAS, the Firm has completed services related to Phase 1, Track Conceptualization and Build Services; and

WHEREAS, pursuant to the advertised intent to sole source (“ISS 23-524”), which is incorporated in Agreement 2024-036, services include, but are not limited to maintenance, renovation, consultation, training, operations, special event assistance and further development of the property; and

WHEREAS, Section 2.4, Work Authorizations is hereby included in the Agreement, the County and the Firm mutually agree to the addition establishing a mechanism to provide for maintenance, renovation, consultation, training, operations, and special event assistance; and

WHEREAS, Exhibit “B”, Fee Schedule is hereby amended to include water truck services; and

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

WHEREAS, the Use of Coercion for Labor or Services provision was enacted by Legislative action through Florida Statue 787.06(13) and became effective July 1, 2024.

NOW, THEREFORE, the County and the Firm, 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 Section 2.4 of the Agreement to include additional services and establish a mechanism to provide for those services associated with intent to sole source (“ISS 23-524”), which are more fully set forth and described in Attachment “A” of this Amendment, attached hereto and fully incorporated herein.
3. When the County requires the Firm to perform maintenance, renovation, consultation, training, operations, and special event assistance, the County, by the Division Director or their Designee, will issue a Work Authorization to the Firm stating (1) the specific scope of services, (2) maximum amount of compensation based on the unit prices listed in Exhibit “B”, attached hereto, and (3) schedule, for the Services and all provisions of the Agreement shall apply to the Work Authorization with full force and effect as if

appearing in full within each Work Authorization. Each Work Authorization shall become effective upon the execution and issuance of a purchase order.

2.4.1 Work Authorizations greater than \$100,000 shall be approved by the County Manager or designee prior to a purchase order being issued for the services.

2.4.2 The Firm is not authorized to undertake any Services without a duly executed Work Authorization and corresponding purchase order, which shall specify the services to be performed and the time to be completed.

2.4.3 Work Authorizations Valid After Agreement Expiration. When the Firm and the County enter into a Work Authorization for any Services where the term of the Work Authorization expires on a date that is later than the date that the Agreement expires, the Firm and the County agree that the terms of the Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Work Authorization have been performed. Cancellation by the County of any remaining services prior to the Firm's full completion of the requirements of the Work Authorization shall cause the terms of the Agreement to terminate at the same time. This Section 2.4.3 applies only when the expiration of the Work Authorization extends beyond the expiration of the Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of the Agreement.

4. The Agreement, as amended by this Amendment #1, continues in full force and effect.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

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

Reviewed as to form and legal sufficiency:

Maah Maah 5/6/25
County Attorney's Office Date

Dream Traxx, LLC
a Florida limited liability company

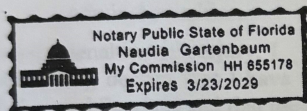
By: Jason Baker
JASON BAKER
PRINT NAME

OWNER
TITLE

Date: 5/28/2025

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Lake
 The foregoing instruments was acknowledged before me by means of ☒ physical presence or
☐ online notarization this 28 May 2025 (Date) by Jason Baker (Name
 of officer or agent) as owner (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 FL DL 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 28 May 2025 (Date).
Naudia Gartenbaum (Official Notary Signature and Notary Seal)
Naudia Gartenbaum (Name of Notary typed, printed or stamped)
 Commission Number HH 655178 Commission Expiration Date 03/23/2029




NON-COMMENTARY ENTRY

[Signature]
 SIGNATURE
Jason Baker
 PRINT NAME
Owner
 TITLE
5/28/2025
 DATE

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.

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.

Further Affiant sayeth naught.


SIGNATURE

OWNER	TITLE

9.20.21 MS

Attachment "A"



POLK COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION JUSTIFICATION FOR SOLE SOURCE PURCHASE

Date of Sole Source Purchase Request: January 31, 2024 Mod #1 5/4/2025

This form MUST be completed and approved by the Procurement Director PRIOR to the purchase being made. A Sole Source Purchase will only be authorized when it is determined by the Procurement Director or their designee that (1) it is the ONLY item that will produce the desired results and is available from only one source of supply; or (2) where standardization is determined to be desirable by the County; (3) because of compatibility with existing equipment or systems.

Requesting Division: Parks and Natural Resources

Proposed Vendor (Include name, telephone #, and email):

Dreamtraxx (Jason & Stacey Baker) 863-670-3747, stacey@dreamtraxx.com

Describe Purchase. What will this purchase do for the Division?

Conceptualize and produce a world class moto-cross track.
Mod #1: Increase dollar amount to allow for work authorizations to perform ongoing
maintenance, renovation, consultation, training, operations and special events.
Explain how this product/service best meets the needs of the County. How does this purchase
meet the criteria of a sole source purchase?

Development of this track will provide a unique and attractive amenity to Bone Valley ATV Park. Dreamtraxx is
local and uniquely qualified to produce this track. They are also a local company with ties to Polk County.
This service was confirmed as a sole source through ISS 23-524 which received no responses.

Total cost for the Sole Source Purchase: \$240,075 + 320,000 (Mod #1)=560,075.00 *See Shape 5/6/25*
(Total cost includes shipping & installation (if applicable)) The term of this SS is the as the same as
Agreement No 2024-036, April 1, 2029.

<u>Derek Harpe</u>	<u>1/31/24</u>	<u>[Signature]</u>	<u>1/31/24</u>
Requestor Name (PRINT)	Date	Signature of Division Director	Date
<u>[Signature]</u>	<u>1/31/24</u>	<u>[Signature]</u>	<u>3/8/24</u>
Requestor Signature (SIGN)	Date	Signature of Procurement Director/Designee	Date
		<u>Michele Sims</u>	<u>5/7/25</u>

PROCUREMENT USE ONLY

Date Received: 1/31/2024 PO#: _____ P-Card Purchase: N/A
Procurement Specialist: B. Howard Sole Source #: 24-242
Insurance Received Date: _____

Purchase in excess of \$50,000 will be reported to the BoCC at the end of each budget year.

EXHIBIT “A”
SCOPE OF SERVICES
Amendment #1

Renovations

To ensure all tracks at Bone Valley ATV Park are in optimum condition for the public, the Firm will perform renovations on each track upon the issuance of a work authorization and corresponding purchase order. Renovations include, but are not limited to, fixing any damage to the track and drainage system as well as recapping the clay riding surface. Materials (i.e., rock, clay, pipes) may be purchased a) by the County or b) by the Firm at its actual cost plus 10%. If the Firm purchases materials, a copy of the invoice or paid receipt shall be provided to the County when requesting reimbursement. These renovations are to be billed in one Lump Sum Payment per task.

Track Maintenance

Additional maintenance of the Bone Valley ATV Park tracks may be required to maintain the tracks' integrity. If such maintenance is deemed necessary by County personnel, then work may be authorized through work authorization and corresponding purchase order. This work will be performed in accordance with the terms and conditions of the Agreement and billed according to Exhibit B – Fee Schedule. Each repair/maintenance session is to be billed in one Lump Sum Payment.

EXHIBIT “B”
Revised Fee Schedule
Amendment #1

Track Maintenance	Rate per Hour	Daily Rate – based on 8 hours
Dozer	\$206.41	\$1,651.33
Skidsteer	\$167.84	\$1,342.76
Loader	\$192.92	\$1,543.39
Operator – 1 per machine used for maintenance	\$115.87	\$927.00
Water Truck	\$75.78	\$606.24
Consult Fee	\$125.00	-
Training Fee	\$200 – 4 hour minimum	-

For track maintenance to be performed, a minimum of 1 working day is required per piece of equipment. A working day is defined as 8 hours. Any work performed greater than an 8-hour workday will be charged at the per hour rate.

The purchase of materials will be reimbursed at its actual cost plus a 10% markup. A copy of the invoice or paid receipt shall be provided to the County when requesting reimbursement