Polk County Board of County Commissioners

Meeting Agenda - Final-revised

September 02, 2025 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. (RICK WILSON, CHAIR)

INVOCATION

Brian Lynch, Polk County Fire Rescue

PLEDGE OF ALLEGIANCE (RICK WILSON, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Dave Carter, P.E. Chairman of the Stormwater Technical Advisory Committee (STAC), to provide an update on Committee activities.

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 August 19, 2025.

E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

F. COUNTY ATTORNEY (RANDY MINK)

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Confirm the appointment of Ms. LaShanda Salters to serve as the Director of the Polk County Court Services Division.

G.2. Request Board approve construction contract with CenState Contractors, Inc. for the Holly Hill UFA No. 2 and Oak Hill No.4 wellheads project ($3,379,950.00 one-time expense)

G.3. Approve Land Purchase Agreement between Rosaleda Enterprises, Inc. and Polk County for the purchase of property in conjunction with the Courthouse Electrical Upgrade Project. ($1,812,222, one-time expense)

G.4. Approve Consultant Services Agreement (CSA) No. 2022-062-04 with Dewberry Engineers Inc. to provide professional engineering services for Lake Marion Boat Ramp. ($496,930.66 one-time expense)

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Appoint Harriet Rewis Rust as a Member (Seat 2) of the Polk County Historical Commission, for the three-year term, October 1, 2025 through September 30, 2028. (District 1 Appointment)

H.2. Commissioner Troutman Comments.

I. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

I.1. Reappoint Pauline Simmonds-Brown as a member of the Citizens Health Care Oversight Committee, representing Minorities, for the four-year term, September 15, 2025 through September 14, 2029. (District 3 Appointment)

I.2. Commissioner Braswell Comments.

J. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

J.1. Reappoint Tracy M. Grey as a Member of the Citizens HealthCare Oversight Committee, representing Children's Interest, for the four-year term, October 1, 2025, through September 30, 2029.

J.2. Reappoint Ann M. Barnhart to serve as the Hospital Executive member of the Citizens HealthCare Oversight Committee for the four-year term, October 1, 2025, through September 30, 2029.

J.3. Commissioner Santiago Comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Commissioner Scott Comments.

L. COMMISSIONER DISTRICT 2 (RICK WILSON, CHAIR)

L.1. Reappoint Peter S. Verrill, MD as a member of the Citizens Health Care Oversight Committee, representing Specialist Physicians, for the four-year term, September 19, 2025 through September 18, 2029. (Chairman's Appointment)

L.2. Reappoint Christina Criser Jackson as a member of the Citizens Health Care Oversight Committee, representing Quality of Life Professional, for the four-year term, October 1, 2025 through September 30, 2029. (District 2 Appointment)

L.3. Chair Wilson Comments.

M. LAY BOARD APPOINTMENTS

M.1. Appoint new members to the Community Relations Advisory Council (CRAC). (No Fiscal Impact)

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

* County Attorney opening comments

N.1. Public Hearing (LDCPAS-2025-18 Christina Fire Station) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Residential Low (RL) to Institutional (INST) on ±4.57 acres for a future County Fire Rescue Station and a change from Residential Low (RL) to Preservation (PRESV) on ±2.89 acres to recognize a County stormwater management facility. (No Fiscal Impact)

N.2. Public Hearing (LDCT-2025-12 Mobile Home Sales LDC Text Amendment) (First Reading) to allow Retail, Home Sales Offsite as a permitted use in the Industrial-X (INDX) land use district. (No Fiscal Impact).

N.3. Public Hearing (LDCT-2025-16 Heavy Equipment Sales and Services LDC Text Amendment) (First Reading) to allow Heavy Machinery Equipment Sales and Services as a conditional use in the Industrial-X (INDX) land use district. (No Fiscal Impact).

O. PUBLIC HEARINGS

O.1. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Two Traffic Calming Devices (Speed Humps) on Wheeler Road North, Near Lakeland. (estimated $10,000.00 one-time expense)

O.2. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Four Traffic Calming Devices (Speed Humps) on Avenue U Northwest, Near Winter Haven. (estimated $20,000.00 one-time expense)

O.3. Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Nine Traffic Calming Devices (Speed Humps) on Dean Street, Near Mulberry. (estimated $45,000.00 one-time expense)

O.4. Consider adoption of an Ordinance of the Polk County Board of County Commissioner, establishing Vessel Exclusion Zones and Designated Swim Areas on Lake Winterset, Lake Clinch, and Lake Ariana.

O.5. Consider adoption of an Ordinance of the Polk County Board of County Commissioners entitled the “Polk County Noise Ordinance”, repealing and restating Ordinance 14-030, as amended.

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

P.1. Shawna Davis to discuss neighboring property's code enforcement violations.

P.2. 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. Proposed Fiscal Year 2025/2026 budgets for North Boulevard, North Powerline Road, Peace Creek Village, Saddle Creek Preserve, Water Tank Road, and Weiberg Road Community Development Districts.

R.2. Removal of equipment from inventory as listed on Blanket Removal Form 2224

R.3. Appoint property custodian for the Communications Division.

R. COUNTY MANAGER

R.4. Approve federal lobbying contract with Holland & Knight LLP for 2026. ($114,000 one-time expense)

R. ECONOMIC DEVELOPMENT

R. TOURISM/SPORTS MARKETING

R.5. Approve an Interlocal Agreement with the City of Bartow for Equipment Donation at Bartow Sports Complex (No fiscal impact)

R. OFFICE OF PLANNING & DEVELOPMENT

R.6. SET HEARING: (LDCPAS-2025-7 Goldenrod Lane CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Development of Regional Impact (DRI) to Residential Low (RL-X) on 17.1 +/- acres located within the Utility Enclave Area (UEA). The suggested adoption hearing date is September 16, 2025, at 9:15 a.m.

R.7. SET HEARING: (LDCPAS-2025-14 Solution Land CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Business Park Center (BPC) to Industrial (IND) on 26.21 +/- acres located within the Rural Development Area (RDA). The suggested adoption hearing date is September 16, 2025, at 9:15 a.m.

R.8. Accept Ascend Ridgewood Lakes potable water and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

R.9. Accept a one-year warranty and cash surety in the amount of $5,860.34 for Ascend Ridgewood Lakes. (No Fiscal Impact)

R.10. Accept Crews Lake Haven potable water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

R.11. Accept a one-year warranty and cash surety in the amount of $14,625.00 for Crews Lake Haven. (No Fiscal Impact)

R.12. Accept a one-year warranty and surety in the amount of $1,104.15 in the form of Maintenance Bond No. 41K237622 for Crescent Pointe. (No Fiscal Impact)

R.13. Accept Performance Surety in the amount of $15,492,376.71 in the form of Performance Bond No. FGAC-25480 for Groves at Grenelefe (No Fiscal Impact)

R.14. Accept Performance Surety in the amount of $88,693.33 in the form of Performance Bond No. 5328667 for Highland ADM Utility. (No Fiscal Impact)

R.15. Accept Performance Surety in the amount of $63,728.81 in the form of Performance Bond No. 101585673 for Posh Suites. (No Fiscal Impact)

R.16. Accept Performance Surety in the amount of $336,874.00 in the form of Performance Bond No. 108271638 for Publix at Thompson Nursery. (No Fiscal Impact)

R.17. Accept Performance Surety in the amount of $40,985.00 in the form of Performance Bond No. 72741432 for TLE Clubhouse Road. (No Fiscal Impact)

R.18. Approve the release of a warranty and surety in the amount of $310,960.38 in the form of Maintenance Bond No. GM204422 for Astonia Phases 2 & 3. (No Fiscal Impact)

R.19. Approve the release of a warranty and surety in the amount of $14,304.00 in the form of Maintenance Bond No. LICX1203236 for Hallam Preserve J Offsite Paving. (No Fiscal Impact)

R.20. Approve the release of a surety in the amount of $1,999,648.70 in the form of Performance Bond No. 024271742 for Hancock Crossing. (No Fiscal Impact)

R.21. Approve the release of a surety in the amount of $319,864.96 in the form of Performance Bond No. 024273476 for Wilder Pines. (No Fiscal Impact)

R.22. Approve the release of $162,618.90 of a $183,053.75 cash Maintenance Surety, leaving a balance of $20,434.85 for Fantasy Island Resort. (No Fiscal Impact)

R.23. 1st Amendment to Wynnstone, Cascades, & Brentwood Infrastructure Agreement. Specifically, amending the "*Letter of Credit*" terms of the agreement with a Bond.

R. BUILDING

R. DEPUTY COUNTY MANAGER

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. FACILITIES MANAGEMENT

R.24. Request Board approve, accept and execute grant agreement with the Florida Department of Law Enforcement for the Medical Examiner Expansion project. (one-time revenue $3,000,000.00)

R.25. Approve agreement with PBK Architects Florida for architectural & engineering services for the Medical Examiner's Expansion project. ($993,550.00 one-time expense)

R.26. Accept and execute grant agreement SC12479 with the Florida State Courts System, Office of the State Courts Administrator from funds through Chapter 2025-198, Section 7, Line 2976A, Laws of Florida in the amount of $700,000 in nonrecurring capital outlay funds provided to the Polk County Board of County Commissioners to purchase property for the installation of the generator for the Polk County Bartow Courthouse. (one-time revenue $700,000.00)

R. FLEET MANAGEMENT

R. PARKS & NATURAL RESOURCES

R.27. Approve selection committee's recommendation to authorize staff enter into negotiations with GISJane LLC to provide forecasting, detection, and mitigation of harmful algal blooms (no fiscal impact).

R. FIRE RESCUE

R. EMERGENCY MANAGEMENT

R. REAL ESTATE SERVICES

R.28. SET HEARING to consider a request to vacate portions of platted and unmaintained right-of-way shown on Fields Map of Survey of the Town of Loughman. (Suggested hearing date is September 16, 2025, at 9:00 a.m. or immediately following the regular agenda)

R.29. Approve Land Purchase Agreement between Charles T. Stohlman, as Trustee and Flo Grown Home Buyers LLC and Polk County in conjunction with the Lake Lulu Wetland Restoration Project. ($77,000 one-time expense)

R.30. Approve Land Purchase Agreements in conjunction with the purchase of conservation preservation properties located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, Allard and Dean parcels ($11,000 one-time expense)

R.31. Adopt Resolution authorizing negotiations required by §73.015, Florida Statutes to be undertaken by the County Real Estate Services Director and his designated agents, subject to final Board approval, for acquisitions necessitated by a new Roads and Drainage CIP Project known as Vaughn Road. (No fiscal impact)

R.32. Approve Subordination Agreement between Polk Regional Water Cooperative and Polk County. (No fiscal impact)

R.33. Approve Lease Agreement between Polk County and the City of Bartow for the Bartow Fire Station. (No Fiscal Impact)

R.34. Accept an instrument for additional right-of-way along Buckeye Loop Road as requested through the Development Review Process. (No fiscal impact)

R.35. Authorize the conveyance of the County's interest in Parcel ID Number 283218-000000-044010 to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and adopt a resolution authorizing the conveyance. (No fiscal impact)

R. ROADS & DRAINAGE

R.36. Approve a State-Funded Grant Agreement No. FPN: 445143-2-54-01 and resolution with the Florida Department of Transportation (FDOT) for the County Road 557 Widening Project. ($2,834,812.00 one-time revenue)

R.37. Approve Amendment No. 1 to Professional Service Agreement 2023-056 with AECOM Technical Services, Inc., (Consultant) for the Northeast Polk County Minor Road Projects. ($263,804 one-time expense)

R.38. Approve Amendment No. 6 to Agreement 18-73 with Dewberry Engineers, Inc. for CR 557 (Buena Vista Drive), widening professional services. ($147,223.04 one-time expense)

R.39. Adopt a Resolution Setting Parking Restrictions on County Road 655 (Lake Shipp Drive South) near Winter Haven ($727.27 one-time expense)

R.40. Adopt a Resolution Setting Parking Restrictions on Herndon Road, near Frostproof ($727.27 one-time expense)

R. UTILITIES

R.41. Approve Modification No. 1 to Consultant Services Authorization 2024-015-01 with Kennedy/Jenks Consultants, Inc. for the Holly Hill UFA No. 2 and Oak Hills No. 4 Wellheads project ($348,094 not-to-exceed, one-time expense)

R. SOLID WASTE

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.42. SET PUBLIC HEARING to consider adoption of a resolution providing that the proposed Polk County Ag-Center serves a public purpose

R.43. Consider approval of the proposed settlement in the matter of Laura Russell v. Polk County Board of County Commissioners. ($76,000.00 one-time expense).

R.44. Request Board adopt a Resolution Approving a Plan of Finance Concerning the Issuance by the Polk County Industrial Development Authority of the Authority's Industrial Development Revenue Bonds for the Victory Ridge Academy Project in a principal amount not exceeding $40,000,000.00 to finance or refinance the costs of renovation, expansion, design, construction, equipping and/or furnishing of educational facilities to be located in Polk County, Florida, to be owned and operated by Victory Ridge Academy, Inc. (No fiscal impact)

R.45. Authorize the County Manager to Terminate the Interlocal Agreement Between Polk County and City of Frostproof for Polk County to provide Code Enforcement Services to Frostproof.

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, September 1, 2025 – The offices of the Board of County Commissioners will be closed in observance of the Labor Day Holiday.

- Tuesday, September 2, 2025 – 6:00 p.m. – Eloise Community Redevelopment Agency (CRA) Advisory Committee will meet at the Johnny and Freda Brooks Resource Center, 710 Snively Avenue, Eloise.

- Wednesday, September 3, 2025 – 5:01 p.m. – Citrus Connection TRIMM Budget Hearing will be held at City Hall, City Commission Conference Room, 228 South Massachusetts Avenue, Lakeland.

- Thursday, September 4, 2025 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

- Monday, September 8, 2025 – 6:00 p.m. – Public Hearing to adopt Tentative Millage Rates and Budget for fiscal year 2025-26 (includes millage rates and budget for the Parks, Library, Stormwater, and Rancho Bonito MSTUs) will be held in the County Commission Boardroom.

- Tuesday, September 9, 2025 – 9:00 a.m. – Deferred Compensation Committee will meet in the Commissioners' Conference Room, Room 407, Fourth Floor, County Administration Building.

- Tuesday, September 9, 2025 – 11:00 a.m. – The 1st Selection Committee Meeting for RFP 25-597 Construction Manager at Risk – New Agricultural Center Complex will convene in the Commissioners' Conference Room, Room 407, Fourth Floor, County Administration Building.

- Tuesday, September 9, 2025 – 3:00 p.m. – Lakes Access Advisory Meeting will be held at the Parks and Natural Resources Office, 4177 Ben Durrance Road, Bartow.

- Wednesday, September 10, 2025 – 7:30 a.m. – Technical Advisory Group (TAG) for Polk County Environmental Lands Program will gather in the parking lot of the Parks & Natural Resources Office, 4177 Ben Durrance Road, Bartow. Please contact tabithabiehl@polk-county.net for details.

- Wednesday, September 10, 2025 – 8:30 a.m. – Citrus Connection Board meeting will be held at 1212 George Jenkins Boulevard, Lakeland.

- Wednesday, September 10, 2025 – 8:30 a.m. – The 1st Selection Committee Meeting for RFP 25-600 Construction Manager at Risk - New Sheriff's Office/Polk County Joint-Use Warehouse & Facilities Management Building will convene in Room

413, Fourth Floor, County Administration Building.

• Wednesday, September 10, 2025 – 8:50 a.m. – Planning Commission will conduct a work session, prior to its regularly scheduled meeting, in the County Commission Boardroom

• Wednesday, September 10, 2025 – 9:00 a.m. – Planning Commission meeting will be held in the County Commission Boardroom.

• Wednesday, September 10, 2025 – 2:00 p.m. – Comprehensive Plan Review Advisory Committee will meet in Room 413, Fourth Floor, County Administration Building.

• Thursday, September 11, 2025 – 8:30 a.m. – Development Review Committee will meet in the Planning and Development Conference Room, Second Floor, County Administration Building.

• Thursday, September 11, 2025 – 9:00 a.m. – Tourist Development Council's Arts, Culture, and Heritage Committee (ACH) scoring subcommittee will meet at Bok Tower Gardens, 1151 Tower Boulevard, Lake Wales.

• Friday, September 12, 2025 – 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.

• Monday, September 15, 2025 – 1:30 p.m. – Polk Transportation Disadvantaged Local Coordinating Board (TD-LCB) will be held in the County Commission Boardroom.

• Monday, September 15, 2025 – 6:00 p.m. – Public Hearing to adopt Final Millage Rates and Budget for fiscal year 2025-26 (includes millage rates and budget for the Parks, Library, Stormwater, and Rancho Bonito MSTUs) will be held in the County Commission Boardroom.

Agenda Item A.1. 9/2/2025

SUBJECT

Dave Carter, P.E. Chairman of the Stormwater Technical Advisory Committee (STAC), to provide an update on Committee activities.

DESCRIPTION

The Commission established the STAC on July 23, 2013 to “provide guidance and recommendations to the Board regarding the expenditure of funds to address water quality degradation as a result of stormwater runoff and prioritize projects to be considered.” The charge to the Committee requires periodic updates regarding the status of their work. The presentation will be made by Dave Carter, STAC Chairman.

RECOMMENDATION

The presentation is for information only.

FISCAL IMPACT

No fiscal impact

CONTACT INFORMATION

Tabitha Biehl Land and Water Natural Areas Manager
Parks & Natural Resources Division
(863) 534-7377
tabithabiehl@polk-county.net

Gaye Sharpe, Director
Parks & Natural Resources Division
(863) 534-7377
gayesharpe@polk-county.net

Agenda Item C.1. 9/2/2025

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. 9/2/2025

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	**04138**	**thru**	**04169**
In the Amount of	**$45,068.38**		
# of Direct Deposits	**2948**		
In the Amount of	**$4,351,659.94**		
Dated	**August 22, 2025**		
Wire and Electronic Fund Transfers	**$13,143,518.14**		
Dated	**August 19, 2025**	**thru**	**September 1, 2025**
Invoice Checks Numbered	**489302**	**thru**	**490242**
Totaling	**$17,717,651.54**		
Dated	**August 19, 2025**	**thru**	**September 1, 2025**

Request approval of minutes of Regular Board Meeting Held on August 19, 2025

Agenda Item D.2. 9/2/2025

SUBJECT

Minutes of Regular Board meeting held on August 19, 2025.

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

August 19, 2025 Regular BoCC meeting

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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. (RICK WILSON, CHAIR)

INVOCATION

Murphy Hanley, Polk County Fire Rescue Chaplain

PLEDGE OF ALLEGIANCE (RICK WILSON, CHAIR)

A. PRESENTATIONS and RECOGNITIONS

A.1. Katie Hayes, Executive Director, Keep Polk County Beautiful, Inc., to present the FY 24/25 Completed Community Clean-Up Program and outline the FY 25/26 Proposed Community Clean-Up Work Plan.

Minutes: Katie Hayes, Executive Director, Keep Polk County Beautiful, Inc., presented the Completed Community Clean-Up Program. She said the program was established in 2011 and it is based on target areas. She said they speak at community meetings and coordinate with Code Enforcement and the Sheriff's office. She said they distribute flyers and use their website. She showed pictures of cleanups in Bartow, Inwood, Skyview, Eaton Park, Crystal Lake, South Combee, Unincorporated Davenport, Laughman, Eloise, Wahneta, Eagle Lake, Northeast Rockridge Road, Kathleen, and Secret Cove. She said they collected a total of 203.83 tons of garbage and 10,187 tires. She discussed the FY 25-26 proposed community Clean-Up Work Plan. She discussed the Recycling Art Contest. She thanked the Board, staff, sponsors and the volunteers for this program.

Chair Wilson said it is amazing what she does and we have a big county. He said she has a great team. He thanked Ms. Hayes and said we appreciate it.

Upon question, Ms. Hayes said that Solid Waste will put green boxes at the entrance of the landfill.

County Manager Bill Beasley said they will talk to the Board about what it will take or where one might be in the northeast. He said they will discuss the logistics and the cost to support one of those facilities. He said they will have a detailed discussion on putting it at least one location. He said they are unique facilities. He said 25 years ago we used to have convenience centers all over the county. He stated that we got out of that business when they implemented residential curbside collection and there was no longer a need. He said there is an issue with illegal dumping.

Commissioner Santiago thanked Ms. Hayes and her team for their outstanding job. She said she is amazed at the amount of tires collected.

Ms. Hayes said the residents receive notice of the event and they have to put items at the curb for pick-up. She said they are picking up illegal dumping and also from every property in the area.

Commissioner Santiago said she appreciates that. She thanked her and said we have a huge problem with illegal dumping. She said she wishes we could do more because it becomes a big issue in Polk County.

A.2. Employee Recognition

Minutes: The Board recognized Brenda Conoly from Solid Waste and Krystal Azzarella from Utilities for their years of service.

B. PUBLIC COMMENTS CONCERNING AGENDA ITEMS

B.1. Comments.

Minutes: David Dun-Rankin said he is with the Winter Haven Sun, the Four Corners Sun, and the Leesburg Sun Newspapers. He said he is here to speak on the public notices and said they are their public website partner. He said when they started this they thought there was a big bucket of notices that they thought they could save the county money on because staff could go into the website and enter them electronically and there was no charge. He said it has not been that way because if they ask for help then they charge them. He said the proposal today is no more help doing that work and they are going to have to do this on their own. He said he appreciated the county manager and county attorney for being so responsive in helping him figure this out. He said there is a second bucket that is a category of redevelopment and rezoning. He said all those public notices are paid for by the applicant and costs the county nothing. He said if they pass this the way it is written it will direct staff to not publish in the paper and publish only on the county website. He said those are important and contentious stuff and deserves as much public notice.

County Attorney Randy Mink said he would agree that there are a couple of buckets. He said the first bucket is for ordinances and other items that we are publishing in the newspaper and online that are not required to be published in the newspaper. He said

the second bucket would include some land development cases that are currently being published in the newspaper that are not required by statute to be published. He said the proposed resolution states that if it is not required by statute to be published in the newspaper it can be published online only. He said that is a decision of the Board if they want to remove that second bucket. He said the third bucket are the ones that are required by statute to be published in the newspaper and based on our agreement we are not being charged by the Sun.

Upon question, Mr. Mink stated that is the reason he brought this forward is because they have the Set Hearings for the vessel exclusion zones. He said if we do not do it correctly in the newspaper then someone can challenge it. He said they wanted the flexibility to make changes as they went through that process. He said newspapers have deadlines and that usually pushes it back at least one Board meeting. He said if the Board wants to discuss the land use items they can pull the item and they can amend it for land use items allowing everything else to be published online only. He said they can make a determination on the land development ones.

Commissioner Scott said if there is a way to help us out on the boating topic then he would support that. He said to holistically change everything warrants more discussion. He said if there is a way to help us out on the ordinance side for the boating exclusion zones and allowing more conversation that is a better way to approach it.

Commissioner Braswell said he would agree and if we do not do it that way Channel 8 and everybody else is going to say we are trying to hide the development issues which we are not. He said part of the reason Commissioner Scott is a commissioner is because he felt some information about a development was being hidden from him. He said the less of that we can do the better off we are.

Mr. Mink said we will pull that item and under his section he will ask for Board's approval to adopt a resolution that removes the requirement that notices for land use ordinances are published online. He said they can workshop this and the Board can give further direction.

C.1. Approve Consent Agenda.

Approve Consent Agenda by removing R. 37.

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

ELOISE COMMUNITY REDEVELOPMENT AGENCY

C.2. Approve Eloise CRA Consent Agenda.

Minutes: The Board recessed as the Board of County Commissioners and reconvened as the Eloise Community Redevelopment Agency at 9:29 a.m.

RESULT:	**APPROVED**

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

HARDEN/PARKWAY COMMUNITY REDEVELOPMENT AGENCY

C.3. Approve Harden/Parkway CRA Consent Agenda.

Minutes: The Board recessed as the Eloise Community Redevelopment Agency and reconvened as the Harden/Parkway Community Redevelopment Agency at 9:30 a.m.

Commissioner Troutman said by doing this we are looking at moving up the sunset of this CRA by quite a few years. She said that it is important to see that has taken place and it will be sooner rather than later.

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

D.1. Disbursements.

Minutes: The Board reconvened as the Board of County Commissioners.

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

D.2. Minutes of Regular Board meeting held on August 5, 2025.

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

E. REQUEST FROM ELECTED OFFICIAL and OTHER GOVERNMENTAL AGENCY

Minutes: County Manager Bill Beasley said about 5 months ago Dr. Jackson retired and she introduced Aaron Kissler as the interim assignment. He said he wants Commander Otis to talk about what the state wants to share with the county.

Health Assistant Deputy Secretary Aaron Otis said they are excited to be here today. He said we are seeking concurrence on Aaron Kissler being the next health officer in Polk. He said that he brings 18 years of health experience and more that 25 years of public health experience. He said Mr. Kissler is one of our most dependable health officers. He said they use him quite a bit when looking at strategic things for the future of public health.

Aaron Kissler said it has been a great experience working here and he wants to stay working here as the permanent health officer. He said this is one of the fastest growing counties in the United States and is such a great place for families and businesses to grow. He said it has been a great opportunity working with county government, Human Services, Emergency Management, the county insurance plan, the School District, and Polk Vision. He said these unique opportunities make this a great place. He said he hopes to bring his experience and it is a great opportunity to grow and promote public health. He said he is honored.

Upon question, Mr. Kissler said he will be working only in Polk and his position in Lake County is already being advertised.

Commissioner Braswell moved to approve the appointment of Aaron Kissler as Administrator of the Department of Health in Polk County; the motion was seconded by Commissioner Troutman. The motion carried 5/0.

F. COUNTY ATTORNEY (RANDY MINK)

Minutes: Consent Agenda Item R.37:

County Attorney Randy Mink requested the Board adopt a resolution amending Resolution No. 24-125 removing the requirement to publish in the newspaper for non-land use notices when not required by statute.

Upon question, Mr. Mink said on the Consent Agenda the Board approved a Set Hearing for exclusion areas for Lake Winterset, Lake Clinch, and Lake Ariana. He stated that on May 20th the waterway protection ordinance was adopted in which the county created vessel exclusion areas and adopted rules that are required under the vessel exclusion areas. He said they authorized to create the exclusion boundaries by resolution and that ordinance was sent to FWC. He said at that time it was their understanding that they were okay with the ordinance. He said as part of the process the Sheriff's office has to submit an application for the markers they place in the lakes; he said when FWC reviewed the ordinance they had areas of concern. He said the FWC took the position that the boundaries have to be created by ordinance and not by resolution. He said now the only concern FWC has is that the boundaries have to be created by ordinance. He stated that once we adopt this they are okay with everything and they should approve the application quickly. He said the Sheriff's office already has the markers ordered and has a vendor.

Commissioner Scott said we are going through this process because there are a few that cannot make good choices. He said if you are going out on a boat enjoy the time with your family. He said if you are going to horseplay and be violent there is no place for this and this is the way to reinforce this to keep everybody safe.

Commissioner Troutman said everyone will have access to boat in. She said we are going to ensure that we have safety for our swimmers and families. She said that we are not going to have people who make bad choices and go into a swim area. She said when you look at the safety aspect this has been greatly needed. She thanked the county attorney and the sheriff for pushing this through.

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

G. COUNTY MANAGER (BILL BEASLEY)

G.1. Approve Consultant Services Authorization (CSA) No. 22-084-03 with CONSOR Engineers, LLC (Consultant) to provide Construction Engineering and Inspection (CEI) services for the N. Galloway (CR 542A) at 10th St Intersection Improvement Project. ($446,183.88 one-time expense)

Minutes: County Manager Bill Beasley reviewed the Consultant Services Authorization No. 22-084-03 with CONSOR Engineers, LLC, for the North Galloway at 10th Street intersection improvement project. He recommended approval.

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

G.2. Approve two agreements with DataMark Technologies for (1) technical services to implement and provide annual support services for E-9-1-1 GIS data management software (5YR cost $381,731.00) and (2) hosting of the software and the annual Software as a Service (SaaS) subscription. (5YR cost $438,972.00)

Minutes: County Manager Bill Beasley discussed the two agreements with DataMark Technologies for technical services implementing and providing annual support services for E-9-1-1 GIS data management software and hosting of the software and the annual Software as a Service (SaaS) subscription. He recommended approval.

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

G.3. Approve the Florida Department of Environmental Protection Grant Agreement (WRP15) in partnership with Polk County for the Restoration and Creation of Wetlands along Lake Hamilton and Peace Creek Canal (One-time revenue of $850,000; required County match $850,000).

Minutes: County Manager Bill Beasley discussed the Florida Department of Environmental Protection grant agreement (WRP15) in partnership with Polk County for the restoration and creation of wetlands along Lake Hamilton and Peace Creek Canal. He recommended approval.

RESULT:	**APPROVED**
MOVER:	Michael Scott
SECONDER:	Martha Santiago

AYE:	Troutman, Wilson, Braswell, Santiago, and Scott

H. COMMISSIONER DISTRICT 1 (BECKY TROUTMAN)

H.1. Commissioner Troutman Comments.

Minutes: Commissioner Troutman had no comments.

I. COMMISSIONER DISTRICT 3 (BILL BRASWELL)

I.1. Reappoint Beatrice “Bea” Hancock as a member (Seat 4) of the Polk County Historical Commission for the three-year term, October 1, 2025 through September 30, 2028.

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

I.2. Commissioner Braswell Comments.

Minutes: Commissioner Braswell had no comments.

J. COMMISSIONER DISTRICT 4 (MARTHA SANTIAGO)

J.1. Appoint Cyndi Jantomaso, as a member of the Polk County Planning Commission, for the three-year term, October 1, 2025 to September 30, 2028.

Minutes: Commissioner Santiago said Ms. Jantomaso is here today and she thanked her for her service to the county.

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

J.2. Commissioner Santiago Comments.

Minutes: Commissioner Santiago had no comments.

K. COMMISSIONER DISTRICT 5 (MICHAEL SCOTT)

K.1. Appoint Larry Thompson to replace Jenna Sutton on the Comprehensive Plan Advisory Committee (CPAC).

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

K.2. Reappoint Stacy Campbell-Domineck as a Member of the Citizens HealthCare Oversight Committee, representing Work Force, for the four-year term, October 1, 2025, through September 30, 2029.

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

K.3. Commissioner Scott Comments.

Minutes: Commissioner Scott had no comments.

L. COMMISSIONER DISTRICT 2 (RICK WILSON, CHAIR)

L.1. Reappoint Denise Bohde as a member (Seat 3) of the Polk County Historical Commission for the three-year term, October 1, 2025 through September 30, 2028.

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

L.2. Chair Wilson Comments.

Minutes: Chair Wilson had no comments.

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

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

N.1. Public Hearing (LDCPAL-2024-19 Minute Maid Ramp Road 1 CPA) (Adoption Hearing) to consider a Comprehensive Plan Map Amendment to change the Future Land Use from Residential High (RHX) to Tourism Commercial Center (TCCX) on +/- 3.2 acres of a +/- 13.47-acre parcel. (No Fiscal Impact)

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

The Chair opened a public hearing; no one spoke.

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

N.2. Public Hearing (LDCPAS-2025-8 Lake Daisy CPA) (Adoption Hearing) to consider the adoption of a County-initiated Small Scale Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation from Recreation Open Space (ROS) to Residential Low (RL) on +/- 3.9 acres. This case is related to LDCD-2025-2 which is sub-district change from Residential Low-1 (RL-1) to Residential Low-4 (RL-4). (No Fiscal Impact)

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

The Chair opened a public hearing; no one spoke.

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

N.3. Public Hearing (LDCD-2025-2 Lake Daisy Sub-district) (Adoption Hearing) to consider the adoption of a Future Land Use Map sub-district change from Residential Low-1 (RL-1) to Residential Low-4 (RL-4) on +/- 3.9 acres. The case is related to LDCPAS-2025-8, a request to change the Future Land Use Map from Recreation Open Space (ROS) to Residential-Low (RL). (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed map amendment. He said that the Planning Commission recommends approval. He said that staff recommends approval.

The Chair opened a public hearing; no one spoke.

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

N.4. Public Hearing (LDCD-2025-1 Stuart Property Sub-District Change) (Adoption Hearing) to consider the adoption of a Sub-District change from Residential-Low-1 (RL-1) to Residential-Low-4 (RL-4) on +/- 178 acres in an Urban Growth Area (UGA). (No Fiscal Impact)

Minutes: Land Development Director Ben Ziskal reviewed the proposed sub-district change. He said that the Planning Commission recommended approval 4/3. He said that staff recommends approval.

Upon question, Mark Bennett, Land Development, said the church is further down the road on Thornhill Road closer to Spirit Lake Road. He confirmed that the Board agreed to change this to RL-1 and now they are asking to change a portion of it to RL-4.

Upon question, Mr. Ziskal said when the land use is changed the Comp Plan defaults to RL-1. He said the change from ARR to Residential Low automatically defaults to RL-1. He said the difference is the lot size and the density. He said RL-4 will allow the

smaller lot sizes. He said the intent is to develop the east side with smaller lots and the west with one acre lots.

Commissioner Scott said in looking at this RL-1 dominates this area.

Upon question, Mr. Ziskal said that directly adjacent to the site is RL-1 and further out closer to Spirit Lake Road there is RL-2. He said the east side is certainly closer to the smaller lots and the higher density and the west side is closer to the RL. He showed where the higher density properties are on an aerial photo.

Commissioner Braswell said what made it easier for him is that there will be a mountain between them and he doubts one side will be able to see the other side. He said they are two completely different communities.

The Chair opened a public hearing.

Michael Harrison said now they want to bring back the multi-story. He asked if the multi-story will be brought back.

Mr. Ziskal said the request is for RL which would give the smaller quarter acre lots. He said a single-family home could be built as two stories. He said the request is not for RM, apartments, or townhomes.

Commissioner Scott asked what would be the future path for further development patterns or suggestions. He asked from RL-4 what is the next step.

Mr. Ziskal reviewed the development standards for a RL-4. He said any deviation would need a variance or a Planned Development.

Commissioner Troutman said a two-story home could be built on either side of this. She said we are not looking at a multi-story or a multi-family possibility in the RL-4. Mr. Ziskal confirmed that this is correct.

Mr. Harrison said before they were considering townhomes or apartments.

Mr. Ziskal said changing or increasing the density would require a land use change before this Board as a public hearing.

Commissioner Scott discussed changing the land use and asking for more and more.

Commissioner Troutman said she is cautious and we have to look at the proposal in front of us. She said if something else is going to change then we have that discussion. She said she thinks we are going down a scary legal path when we are bringing that into the discussion.

Commissioner Braswell said it is rare for something like this to keep stepping and stepping. He said it is up to the Board to say enough is enough. He said we already told them once that RM was not acceptable.

Commissioner Troutman said there will not be the discussion of the apartments and that will not be in this project as they vote for this today under this proposal.

In response to Mr. Harrison, Commissioner Troutman said she cannot look into the future and she has to focus on the facts of what is in front of them. She said for them to project out puts them in an uncomfortable position.

Mr. Harrison asked has there been any study on traffic. He said Thornhill Road is backed-up a mile.

Commissioner Braswell said we do not get to the traffic until we figure out what they are going to do. He said once they come up with a plan, then the county looks at how the traffic will be.

Daniel Bence said most of his concerns they have discussed. He said now you are going to change it to where there will be more people and development. He said his way of life is being sold-out. He discussed Thornhill Road and the traffic. He said the more they develop and the more density the worse this will be. He said if the Board lived out there they would not approve this.

Shelton Rice, applicant, showed slides and reviewed the proposed land use changes. He discussed the designations for RL-1. He discussed the surrounding area and the compatibility. He said there is a lot of separation and majority of the site is surrounded by vegetative buffering. He discussed the surrounding land use densities. He requested Board approval.

The Chair closed the public hearing.

Upon question, Mr. Ziskal said when they went through the Comp Plan process the decision of the Board at that time was RM or RL. He said once the entire area was RL the applicant was able to look at a sub-district change.

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

O. PUBLIC HEARINGS

O.1. Public Hearing (LDCPAS-2025-9 ECP Small Scale CPA) (Adoption Hearing) to consider the adoption of an applicant-initiated Small-Scale Comprehensive Plan Map Amendment to change the Future Land Use (FLU) designation from Town Center (TCX) to Employment Center (ECX) in the US 98 Selected Area Plan on +/- 5.45 acres. (No Fiscal Impact)

Minutes: Chanda Bennett, Land Development, showed slides and reviewed the proposed map amendment. She said this is compatible with the surrounding area. She

said that staff and the Planning Commission recommends approval.

Upon question, Ms. Bennett said adjacent to the south is a trail head with parking and a restroom.

The Chair opened a public hearing.

Shelton Rice, applicant, said this is commercial to commercial. He said this is more consistent. He said he is available for questions.

The Chair closed the public hearing.

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

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

P.1. Comments.

Minutes: Cassandra Richards thanked Katie Hayes for collecting. She said they have a problem with dumping on Lewis Griffin Road. She said she prays and hopes they get the speed bumps quickly done. She said there is a BMW that speeds 75 to 80 miles. She said she is surprised the animal people are not here. She said TNR is good and she asked who is responsible for the flea infestation and the shots.

Debbie Hicks said she is here to finish discussing who owns Animal Control. She said she found a document on operations and assets. She said the county owns the facility and the Sheriff operates the facility. She asked to see if there is something that shows that the Sheriff owns the facility. She said we treat our animals differently now. She asked for advisory councils and to fix or make a new facility.

James Abercrombie showed his emails on everything he has requested about the fence. He said this is his proof and he asked where is their proof. He said there is nothing there about the fence. He said he wished he was treated the way everyone else is treated in this building. He said he went upstairs for a records request and there was a deputy there with the public records liaison. He said we need to get this changed and asked if anybody wants to sit down with him. He said there is not anything in here about the field.

Meeting adjourned at 10:46 a.m.

Agenda Item G.1. 9/2/2025

SUBJECT

Confirm the appointment of Ms. LaShanda Salters to serve as the Director of the Polk County Court Services Division.

DESCRIPTION

The Polk County Charter specifies the county manager's appointment of executive service employees is subject to confirmation by the Board of County Commissioners.

The County Manager has appointed Ms. LaShanda Salters to the position of Director of the Polk County Court Services Division, effective September 2, 2025.

LaShanda has 25 years of experience in the criminal justice field. She began her career in the late 1990s with the Leon County Clerk of Courts, serving as a Deputy Clerk and Court Specialist. In 2004, she transitioned into probation services, beginning as a Senior Probation Officer. Over the years, she advanced through supervisory roles in pretrial release, drug and alcohol testing, and court operations. Since 2019, she has served as Polk's Probation Program Manager for the Polk County Court Services Division, overseeing misdemeanor probation, electronic monitoring, and specialized court programs.

LaShanda earned her Associate of Arts degree in Paralegal from Keiser University, her Bachelor of Science degree in Criminal Justice from Florida A&M University, and her Master of Business Administration with a minor in Public Administration from Thomas University. She has completed certifications in Public Management and Lean Six Sigma, and has served on Polk's Domestic Violence Taskforce.

Ms. Salters' family is also committed to the Polk County public service ranks with her son serving in the Polk County Fire Rescue Division and her daughter serving in the Court Services - Pretrial Section.

RECOMMENDATION

Recommend the Board confirm the appointment of Ms. LaShanda Salters to serve as the Director of the Polk County Court Services Division, effective September 2, 2025.

FISCAL IMPACT

The Court Services Director is an authorized position in the Adopted FY 24-25 budget. The existing appropriations are sufficient to cover negotiated salary and benefits, which totals $186,180 ($130,000 base salary + $56,180 estimated benefits)

CONTACT INFORMATION

Mr. William Beasley
County Manager
863-534-6444

LaShanda B. Salters

SUMMARY: A skilled professional in criminal justice, with 25 years of experience in the courts system, to include probation, pre-trial and the court system.

EDUCATION:

M.B.A., minor Public Administration
Thomas University, Thomasville, GA 2011

B.S., Criminal Justice
Florida A&M University, Tallahassee, FL 2001

A.A., Paralegal Studies
Keiser University, Tallahassee, FL 1996

CORE QUALIFIERS:

- Strong investigative experience
- Budgetary experience
- Supervisory experience
- Knowledge of concepts of databases
- Case Management Review
- Ability to query and extract data
- Ability to understand and apply rules, regulations, policies and procedures

PROFESSIONAL EXPERIENCE:

Polk County Court Services, Bartow, FL
County Probation Program Manager – September 2019 – Present

- Responsible for overseeing the day-to-day operations of Misdemeanor Probation, Electronic Monitoring, and accompanying programs, including the supervision of branch supervisors, professional staff and support staff
- Responsible for assembling interview teams, interviewing prospective job applicants, hiring, and processing employment paperwork. Develops, interprets, and implements program procedures to ensure compliance with county, state, and federal policies, guidelines, rules, regulations, and laws
- Coordinate program activities with other agencies and/or departments. Responsible for the development of policies and procedures critical to the safe monitoring of inmates released to the Electronic Monitoring Program and offenders on domestic violence or Problem-Solving Court probation
- Responsible for the maintenance of the Treatment Referral directory used by County Probation staff. Participates in the process to approve treatment agencies acceptable for referral of individuals charged with Domestic Violence
- Overseeing the implementation of a new case management system
- Served on Domestic Violence Taskforce

Leon County Clerk of Courts, Tallahassee, FL
Courts Supervisor – May 2016 – August 2019

- Direct and supervise work of employees in the division
- Evaluate and standardize work procedures to improve efficiency
- Daily organization of schedules and workflow
- Respond to complaints, and non-routine inquiries from the public and employees
- Resolve problems and answer questions that employees are unable to solve

- Responsible for the collection of all cash payments to the Clerk of Court and collection of payments for court ordered costs and fines, traffic citations and child support

Leon County Supervised Pretrial Release Division, Tallahassee, FL
Pretrial Supervisor – November 2014 – May 2016

- Manage functions of the Division and Electronic monitoring Programs to ensure compliance and proper service to other criminal justice agencies and defendants assigned to the program
- Monitor and establish the budgetary and financial parameters for proper operations
- Coordinate with the Director options for resolutions of issues and concerns regarding current practices, processes and procedures in the division
- Monitor staff compliance with the organization, division and program policies and procedures
- Review and assess staff resources and needs, to properly coordinate with appropriate management to ensure training and tools to perform duties

Leon County Drug and Alcohol Testing, Tallahassee, FL
Coordinator – February 2010 – November 2014

- Coordinate and supervise daily operations of drug and alcohol testing programs
- Create schedules to ensure adequate and proper staffing for program operations
- Initiate personnel actions to include hiring and disciplinary actions
- Train existing and new staff on changes to Federal and State standards
- Prepare and oversee program budget to ensure adequacy of resources and responsible use of funds
- Maintain statistical and demographic information regarding client records
- Prepare daily, weekly and monthly reports
- Collaborate with courts and other local, state and federal agencies to assist with compliance of drug and alcohol testing

Leon County Probation Division, Tallahassee, FL
Senior Probation Officer – April 2004 – January 2010

- Interview assigned clients to monitor compliance with court-ordered requirements
- Complete and reviewed financial profile and case management plan at initial interview
- Filed termination and violations of probation due to client's compliance and non-compliance of court ordered conditions
- Attend all required court ordered appearances
- Enforce payments of all court ordered fees
- Maintain weekly and monthly statistical reports

Leon County clerk of Courts, Tallahassee, FL
Deputy Clerk/Court Specialist III – November 1999 – August 2003

- Attend small claims and county civil hearings
- Prepare judgments and orders
- Prepare landlord and tenant eviction packets
- Prepare Write of Garnishments
- Reconcile daily deposits as needed
- Prepare weekly court dockets
- Oversee pretrial docket in the absence of County Judge
- Input court minutes into database in a timely manner

CERTIFICATION:

Certified Public Manager
The Center for Public Management
at Florida State University - 2017

Certified Lean Six Sigma White Belt
The Breakthru Institute - 2020

Agenda Item G.2. 9/2/2025

SUBJECT

Request Board approve construction contract with CenState Contractors, Inc. for the Holly Hill UFA No. 2 and Oak Hill No.4 wellheads project ($3,379,950.00 one-time expense)

DESCRIPTION

The Polk County's Utilities Division requested Procurement to solicit bids from qualified contractors to construct wellhead facilities for the Holly Hill Upper Floridan Aquifer (UFA) Well No. 2 and the Oak Hills Well No. 4 raw water wells. Each site will receive the necessary equipment to pump raw water from the wells to their respective water production facilities, including vertical turbine pumps, piping, electrical equipment, etc.

Bid 25-407, Holly Hill UFA No, 2 and Oak Hill No. 4 Wellheads was issued, and two contractors submitted bids.

Company	Location	Total
CenState Contractors, Inc.	Winter Haven, FL	$3,219,000.00
Vogel Bros. Building Co.	Lakeland, FL	$3,488,329.00

A recommendation of award was issued to CenState Contractors, Inc., and no protests were received. In accordance with Resolution No. 13-066, 5% was added for allowance work for $160,950.00 and is included in the proposed contract award totaling $3,379,950.00. The contract time for this project is 300 days for final completion. Allowance time for the project is 45 days.

RECOMMENDATION

Request Board approve construction contract with CenState Contractors, Inc. for the Holly Hill UFA #2 and Oak Hill #4 wellheads project in the amount of $3,379,950.00.

FISCAL IMPACT

Funds are budgeted in the Utilities Community Investment Program, Oakhill/Providence Well No. 4 and New Holly Hill Well No. 2 project budgets.

CONTACT INFORMATION

Brad Howard
Senior Procurement Analyst
863.534.6706
bradhoward@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 CenState Contrators 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 #:25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.

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 $ 3.219.000.00 plus the Allowance Work amount of $ 160,950.00 the total sum being $ 3,379,950.00. 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 270 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 300 days. The allowance time for this project is 45 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: CenState Contractors Inc.

BY:_____

Authorized Corporate Officer or Individual

B. Scott Short

(Printed or Typed Name of Signer)

President

(Printed or Typed Title of Signer)

P.O. Box 552, Winter Haven, FL 33882-0552

(Business Address of Contractor)

(863) 324-3882

(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF N/A 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 Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐online notarization this August 5, 2025 (Date) by B. Scott Short (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 August 5, 2025 (Date) .

Shawna Bologna (Official Notary Signature and Notary Seal)

Shawna Bologna (Name of Notary typed, printed or stamped)

Commission Number HH205905 Commission Expiration Date February 25, 2026

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF N/A 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 _____

SHAWNA BOLOGNIA
Notary Public
State of Florida
Comm# HH205902
Expires 2/25/2026

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
CENSTATE CONTRACTORS, INC.

Filing Information

Document Number	H64213
FEI/EIN Number	59-2554615
Date Filed	06/05/1985
Effective Date	05/31/1985
State	FL
Status	ACTIVE

Principal Address

2288 EXECUTIVE ROAD
WINTER HAVEN, FL 33884

Changed: 04/02/1996

Mailing Address

P O DRAWER 552
WINTER HAVEN, FL 33882-0552

Changed: 04/02/1996

Registered Agent Name & Address

SHORT, B. SCOTT
2288 EXECUTIVE ROAD
WINTER HAVEN, FL 33884

Address Changed: 02/04/2022

Officer/Director Detail

Name & Address

Title PVST

SHORT, B. SCOTT
2288 EXECUTIVE ROAD
WINTER HAVEN, FL 33884-3087

Annual Reports

Report Year	Filed Date

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

SHORT, BYRON SCOTT

CEN STATE CONTRACTORS INC
2288 EXECUTIVE RD
P O BOX 552
WINTER HAVEN FL 33882-0552

LICENSE NUMBER: CGC025931

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

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.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 11393 **CLASS: B+** **EXPIRES: 09/30/2025**

OWNER NAME	LOCATION
BYRON SCOTT-CERT SHORT	2288 EXECUTIVE RD WINTER HAVEN

BUSINESS NAME AND MAILING ADDRESS

CENSTATE CONTRACTORS INC
CENSTATE CONTRACTORS INC
BYRON SCOTT SHORT - CERT
PO DRAWER 552
WINTER HAVEN, FL 33882

CODE **ACTIVITY TYPE**
230150 CONTRACTOR GENERAL

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR-CGC025931

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 2518084 07/25/2024 HSP **TP 57.75** **CENSTATE CONTRACTORS INC**

NOTE: Failure to timely renew or those who are no longer in business and fail to provide an out of business notification on or before September 30th are subject to a misdemeanor violation of the law, substantial penalties, collection costs, including possible attorney's fees, etc., and a Special Magistrate hearing.

ATTENTION: A Polk County local business tax receipt is issued for the simple privilege of doing business in Polk County. A local business tax receipt does not convey that a business tax receipt holder is in any other way qualified, registered, certified, or licensed to engage in a specific trade, activity, practice or profession. Before doing business, individuals or firms should know the law pertaining to their business activities. For more information on what is allowed under the law for a given business activity, contact the appropriate governing agencies. For example, those involved in construction related activities should contact their local building officials prior to conducting their work.

REPORT UNLAWFUL ACTIVITY: If you know of a business operating in Polk County that has failed to obtain a county local business tax receipt, please report this unlawful activity. Provide as much information as possible, such as the name of the business, business owner's name, location at which the business is operating, telephone number(s), etc. ***YOU MAY CHOOSE TO REMAIN ANONYMOUS*** Dial: Toll Free Tel. 866-687-8876; Email to: Enforcement@PolkTaxes.com; Mail to: Enforcement, PO Box 2016, Bartow, Florida 33831-2016.

MUNICIPAL LOCAL BUSINESS TAXES ARE ALSO DUE: If your business is located in a municipality that also requires a local business tax receipt, you are required to obtain both the county local business tax receipt and the municipal local business tax receipt. County and municipal local business tax receipt requirements may be significantly different. For more information on municipal local business tax receipt requirements, please contact your municipality.

DISPLAY THIS TAX RECEIPT PROMINANTLY: The law requires this county local business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to public view and subject to inspection by all duly authorized officers/agents of the Tax Collector. Upon failure to do so, the taxpayer shall be subject to the payment of another county local business tax receipt.

RENEW THIS TAX RECEIPT BEFORE IT EXPIRES: This is your first or "initial" notice that your county local business tax receipt must be renewed prior to the expiration date indicated on the face of this document.

DISCLOSURE REQUIREMENT; INFORMATION: Pursuant to F.S. 205.0535 (5), the receipt holder's Federal Employee Identification Number or Social Security Number is not subject to a public records request. Pursuant to F.S. 193.074, business telephone numbers and email addresses are confidential unless made public by the receipt holder.

SWORN STATEMENT REMINDER: The county local business tax receipt holder identified on the face of this document has completed a sworn statement affirming they did read, understand and acknowledge the following: ① They completed an annual county local business tax receipt application in which they, under penalties of perjury, did swear or affirm the information provided to obtain this tax receipt is current, true and correct; ② The privilege to conduct business in Polk County, Florida is limited to the activities, professions and/or occupations identified on the application (and this tax receipt); ③ A county local tax receipt does not waive local, state or federal laws and/or requirements, including licensing, registration, and/or certification requirements; ④ They must adhere to all local, state and federal laws and requirements, including, but not limited to, local codes and zoning restrictions; ⑤ An FEIN or Social Security Number is required pursuant to F.S. 205.0535 (5); ⑥ They will only do business under their legal name or have provided a fictitious name registration number to the Tax Collector or provided they will not engage in business until a fictitious name registration number is obtained from the Florida Department of State, Division of Corporations; ⑦Tangible Personal Property information including the telephone number and email address which are provided in this application are a part of the Property Appraiser's tangible personal property tax return;⑧ They are required to report changes in business name, ownership and/or location, as well as any changes affecting their status as a county local business tax receipt holder, to the Tax Collector; and, ⑨ They know providing false information to obtain this tax receipt is a criminal offense subject to prosecution.

REPORT CHANGES: The holder of this county local business tax receipt is required to report a change in the following: Business name, ownership, business location, mailing address, business activity and any information that would alter the status of the current tax receipt, such as the loss of a state license or a change in the state license used to qualify for the business activity and/or occupation identified on the current county local business tax receipt.

PART D – EXHIBITS

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we CenState Contractors, Inc. (hereinafter called the Principal) and Westfield Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of one hundred sixty thousand, nine hundred and fifty dollars ($160,950.00) 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 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.

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 11th day of June 20 25.

ATTEST:

Witness

Witness

PRINCIPAL: CenState Contractors, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

B. Scott Short
Printed Name

President
Title of Person Signing Above

ATTEST:

Witness Meadow Heliandbrand

Witness Kelly Moulton

SURETY: Westfield Insurance Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Jeffrey W. Reich*, Attorney-In-Fact & Florida Licensed Resident Agent
Printed Name

PO Box 5001, Westfield Center, OH 44251-5001
Business Address
* Inquiries: 407-786-7770

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.

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.



Jeffrey W. Reich
License Number A217277

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/25/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **0990992 01**

General
Power
of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, CHERYL A. FOLEY, LISA A. ROSELAND, KIM E. NIV, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN, SARAH K. O'LINN, NATHAN K. REICH, JOINTLY OR SEVERALLY

of **MAITLAND** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **MARCH** A.D., **2025** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* **and** *Senior Executive*

State of Ohio
County of Medina ss.:

On this **25th** day of **MARCH** A.D., **2025** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 11th day of June, 2025 A.D.,

Frank A. Carrino, *Secretary*

Executed in 2 Counterparts

Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND 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) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 485133W

CONTRACTOR NAME: CenState Contractors, Inc.

CONTRACTOR ADDRESS: 2288 Executive Road

Winter Haven, FL 33884

CONTRACTOR PHONE NO: (863) 324-3882

SURETY COMPANY: Westfield Insurance Company (330) 887-0101

P.O. Box 5001

Westfield Center, OH 44251-5001

OWNER NAME: Polk County

OWNER ADDRESS: 330 West Church Street

Bartow, FL, 33830

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: $3,379,950.00

CONTRACT NO.: (If applicable) 25-407

DESCRIPTION OF WORK: Holly Hill UFA #2 & Oak Hill #4 Wellheads

PROJECT LOCATION: 4358 Eastminster Road, Davenport, FL 33837

LEGAL DESCRIPTION: (If applicable)

OBLIGEE ADDRESS:

MODIFICATIONS:

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

The attached statutory cover page forms and becomes a part of this bond.

Executed in 2 Counterparts
Bond No.: 485133W

EXHIBIT II (cont'd): PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That CenState Contractors, Inc., as Principal, and Westfield Insurance Company, as Surety, located at PO Box 5001, Westfield Center, OH 44251-5001, (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of $3,379,950.00----------) 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 executed between Principal and County for construction of 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 5th day of August, 2025.

ATTEST:

Witness

Witness

PRINCIPAL: CenState Contractors, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

B. Scott Short
Printed Name

President
Title of Person Signing Above

ATTEST:

Witness Kelly Moulton

Witness Meadow Hellandbrand

SURETY: Westfield Insurance Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Jeffrey W. Reich, Attorney-in-Fact & FL Licensed Resident Agent
Printed Name Inquiries: 407-786-7770

PO Box 5001
Business Address

Westfield Center, OH 44251-5001

General
Power
of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Jeffrey W. Reich**

of Maitland and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the following bond

Surety Bond Number: 485133W
Principal: CenState Contractors, Inc.
Obligee: Polk County

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Vice President, Surety** and their corporate seals to be hereto affixed this **01st** day of **July** A.D., **2025**.

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *Vice President, Surety*

State of Ohio
County of Medina ss.:

On this **01st** day of **July** A.D., **2025**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **Vice President, Surety** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Kathleen Golovan,** Chief Administrative Officer & Corporate Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,

Kathleen Golovan
Chief Administrative Officer & Corporate Secretary

CENSCON-01 IBRIDGES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/13/2025

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	CONTACT NAME: Heather Leivas
Florida Insurance Center, Inc. 414 N Alexander St Plant City, FL 33563	PHONE (A/C, No, Ext): (813) 754-3561 FAX (A/C, No): (813) 754-3450 E-MAIL ADDRESS: hleivas@floridainsurancecenter.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Insurance Company	24112
INSURER B : Bridgefield Employers Ins Co	10701
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CenState Contractors, Inc.
P.O. Box 552
Winter Haven, FL 33882

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: POLICY [X] PRO-JECT [X] LOC OTHER:	X	X	CMM1118335	10/1/2024	10/1/2025	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 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X		CMM1118335	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CMM1118335	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
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		X	0830-35120	10/1/2024	10/1/2025	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	Leased / Rented EQ			CMM1118335	10/1/2024	10/1/2025	Limit:	300,000
A	Installation / Build			CMM1118335	10/1/2024	10/1/2025	Limit:	550,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: Polk County Holly Hill & Oak Hill
Polk County, a political subdivision of the State of Florida is included as additional insured with respect to general liability and auto liability when required by written contract. Waiver of subrogation applies to general liability and workers compensation in favor of Polk County, a political subdivision of the State of Florida, their officials, employees, agents and consultants.

CERTIFICATE HOLDER

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
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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EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Polk)
B. Scott Short, being first duly sworn, deposes and says that:

1. They are President of CenState Contractors, 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 Polk County, a political subdivision of the State of Florida (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.

Signature: _____ Title: President

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18th day of June, 2025, by B. Scott Short (*name*) as President (*title of officer*) of CenState Contractors, Inc. (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Shawna Bolognia

Printed Name of Notary Public: Shawna Bolognia

Notary Commission Number and Expiration: February 25, 2026

(AFFIX NOTARY SEAL)

SHAWNA BOLOGNIA
Notary Public
State of Florida
Comm# HH205902
Expires 2/25/2026

Exhibit VI-A
Subcontractor 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
General Conditions	CenState Contractors, Inc.	$ 2,078,013.37	100%													$ 2,078,013.37	64.55%
Electric	BL Smith Electric	$ 650,000.00	100%													$ 650,000.00	20.19%
HVAC	Refrigeration & Electric	$ 18,364.00	100%													$ 18,364.00	0.57%
Pumps & Installation	Ulrich Water	$ 332,007.63	100%													$ 332,007.63	10.31%
Survey	Pennoni	$ 10,400.00	100%													$ 10,400.00	0.32%
Landscaping	Southern Excavation & Landscaping	$ 14,015.00	100%													$ 14,015.00	0.44%
Coatings	Exceletech	$ 18,345.00	100%													$ 18,345.00	0.57%
Chlorination	AC Shultes	$ 97,855.00	100%													$ 97,855.00	60.80%
	SubTotals	$ 3,219,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ 3,219,000.00	96.96%
	Allowance	$ 160,950.00														$ 160,950.00	3.04%
	TOTAL	$ 3,379,950.00														$ 3,379,950.00	100.00%

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 Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida)

SS

County of Polk)

David W Smith, being first duly sworn, deposes and says that:

1. They are CEO of B.L. Smith Electric, Inc., hereafter referred to as the Subcontractor;
   They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to CenState Contractors, Inc. the Contractor for certain work in connection with Bid:25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. 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
4. 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 CEO

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 31st day of July, 2025, by David W Smith (*name*) as CEO (*title of officer*) of B.L. Smith Electric, Inc. (*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: Michelle Cinquino

Notary Commission Number and Expiration: 06/04/2026

(AFFIX NOTARY SEAL)

MICHELLE CINQUINO
Notary Public
State of Florida
Comm# HH534586
Expires 6/4/2026

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 Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida)

SS

County of Polk)

Christopher Holley being first duly sworn, deposes and says that:

1. They are President of Refrigeration Select Sales hereafter referred to as the Subcontractor;
   They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Constate the Contractor for certain work in connection with Bid:25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. 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
4. 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 [signature]

Title President

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 31st day of July, 2025, by Christopher Holley (name) as President (title of officer) of Refrigeration & Electric Service (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced as identification.

Notary Public Signature: [signature]

Printed Name of Notary Public: Sandy Ramos

Notary Commission Number and Expiration: Feb 19th 2027.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA

SANDY RAMOS
Commission # HH 324030
Expires February 19, 2027

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 Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida)

SS

County of Polk)

Van W Cochran, being first duly sworn, deposes and says that:

1. They are Manager of Souther Excavation + Landscape hereafter referred to as the Subcontractor;
   They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Censtate the Contractor for certain work in connection with Bid:25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. 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
4. 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 Van W Cochran

Title Manager

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of August, 2025, by Van W Cochran (*name*) as Manager (*title of officer*) of Southern Excavation + Landscape (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced F' as identification.

Notary Public Signature: Deborah Taylor

Printed Name of Notary Public: Deborah Taylor

Notary Commission Number and Expiration: 10-17-28

(AFFIX NOTARY SEAL)

DEBORAH TAYLOR
Notary Public - State of Florida
Commission # HH 604524
My Comm. Expires Oct 17, 2028
Bonded through National Notary Assn.

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 Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of Florida)

SS

County of Lake)

Ben Muzia, being first duly sworn, deposes and says that:

1. They are VP of Excelatech Coating, hereafter referred to as the Subcontractor;
   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:25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. 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
4. 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 VP

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Ben Muzia (*name*) as VP (*title of officer*) of Excelatech (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced n/a as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

DONNA M PAINTER
Notary Public - State of Florida
Commission # HH 446769
My Comm. Expires Jan 9, 2028
Bonded through National Notary Ass'n

EXHIBT 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 # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

CenState Contractors, Inc.
Contractor

Signature

B. Scott Short
Printed Name of Signer

August 5, 2025
Date

Part C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Lump Sum Price)

NAME OF PROJECT: BID 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.

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 they have examined the site of the Work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have read all special provisions furnished prior to the opening of Bids; and 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 FOLLOWING REQUESTED INFORMATION MUST BE

HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE

CONSIDERED BY THE COUNTY

1. BID PRICE $ 3,219,000

WRITTEN AMOUNT (SPELL OUT) Three Million two hundred nineteen thousand DOLLARS

Zero CENTS

(lump sum price for completing all required work in strict accordance with the requirements specified in the Bid Package)

2. CONTRACT TIME TO COMPLETION OF THIS PROJECT 300 CALENDAR DAYS FOR FINAL COMPLETION

NAME OF BIDDER CenState Contractors, Inc.
(type or printed firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

CGC-025931
State Certification Number

B. Scott Short
Individual's Name (Print or Type)

11393
Polk County Registration Number

Individual's Name (Print or Type)

Attached
Polk County Business Receipt Tax
(Business License)

CenState Contractors, Inc.
Company Name (Print or Type)

ADDENDUM RECEIPT
Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. One (1) Date 5-29-25

Addendum No. Two (2) Date 6-10-25

Addendum No. Three (3) Date 6-10-25

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 June 18, 2025
(Bid Receiving Date)

BIDDER: CenState Contractors, Inc.

BY:
(Authorized Signature – in ink)

B. Scott Short
(Printed Name of Signer)

President
(Printed Title of Signer)

P.O. Box 552 Address | Winter Haven City | FL State | 33882 Zip Code

(863) 324-3882
Telephone Number
Email Address Shawna@censtate.com

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF Florida COUNTY OF Polk The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this 18th day of June 2025, by B. Scott Short (name) as President title of officer) of CenState Contractors, Inc. (entity name), on behalf of the company, who __ is personally known to me or X has produced _____ as identification.

Notary Public Signature: Shawna Bologna

Printed Name of Notary Public: Shawna Bologna

Notary Commission Number and Expiration: February 25, 2026

SHAWNA BOLOGNIA
Notary Public
State of Florida
Comm# HH205902
Expires 2/25/2026

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY

STATE OF N/A COUNTY OF _____ The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 20____, by _____(name) as _____(title of officer) of the Company, pursuant to the powers conferred_____(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)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF N/A 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 _____

SCHEDULE OF BID ITEMS
Polk County Utilities, Polk County Florida
Holly Hill UFA #2 and Oak Hill #4 Wellheads
Bid Number: 25-407

Bid Item	Description	Estimated Quantity	Unit of Measure	Total Price (in Words)	Total Price
1	Equipping of Holly Hill UFA #2 Wellhead at the Holly Hill Water WPF	1	LS	One Million Two hundred ninety-eight thousand	$ 1,298,000.00
2	Equipping of Oak Hills #4 Wellhead within the Garden Hills at Providence development	1	LS	One Million seven hundred twenty-one Thousand	$ 1,721,000.00
3A	Holly Hill UFA #2 - Electrical Contingency	1	LS	Thirty-Five Thousand and 00/100	$ 35,000.00
3B	Holly Hill UFA #2 - I&C Contingency	1	LS	Thirty-Five Thousand and 00/100	$ 35,000.00
3C	Holly Hill UFA #2 - Site/Civil, Mechanical, and Structural Contingency	1	LS	Thirty Thousand and 00/100	$ 30,000.00
4A	Oak Hills #4 - Electrical Contingency	1	LS	Thirty-Five Thousand and 00/100	$ 35,000.00
4B	Oak Hills #4 - I&C Contingency	1	LS	Thirty-Five Thousand and 00/100	$ 35,000.00
4C	Oak Hills #4 - Site/Civil, Mechanical, and Structural Contingency	1	LS	Thirty Thousand and 00/100	$ 30,000.00
TOTAL BID					$ 3,219,000.00

CenState Contractors, Inc.
CONTRACTOR NAME

PART D – EXHIBITS

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we CenState Contractors, Inc. (hereinafter called the Principal) and Westfield Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of One hundred sixty one thousand dollars ($ 161,000.00) 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 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.

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 11th day of June 20 25.

ATTEST:

Jessica A. Whitwell
Witness

Jennifer Prater
Witness

PRINCIPAL: CenState Contractors, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

B. Scott Short
Printed Name

President
Title of Person Signing Above

ATTEST:

Meadow Hellandbrand
Witness Meadow Hellandbrand

Kelly Moulton
Witness Kelly Moulton

SURETY: Westfield Insurance Company
Printed Name

BY: Jeffrey W. Reich (SEAL)
Attorney in Fact

Jeffrey W. Reich*, Attorney-In-Fact & Florida Licensed Resident Agent
Printed Name

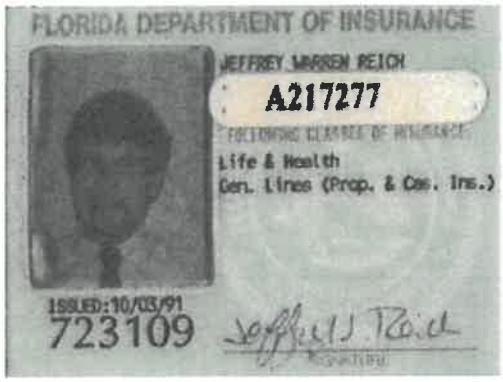
PO Box 5001, Westfield Center, OH 44251-5001
Business Address
* Inquiries: 407-786-7770

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.

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.



Jeffrey W. Reich
License Number A217277

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/25/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **0990992 01**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, CHERYL A. FOLEY, LISA A. ROSELAND, KIM E. NIV, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN, SARAH K. O'LINN, NATHAN K. REICH, JOINTLY OR SEVERALLY

of **MAITLAND** and State of **FL** its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **MARCH** A.D., **2025** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **25th** day of **MARCH** A.D., **2025** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **11th** day of June, 2025 A.D.,

Frank A. Carrino, *Secretary*

BPDAC2 (combined) (05-24)

EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads
- Understands that during Bid Analysis 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. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal 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 18th day of June, 2025

Name of Firm CenState Contractors, Inc.

By _____ B. Scott Short

President

Title of Person Signing

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18th day of June, 2025, by B. Scott Short (*name*) as President (*title of officer*) of CenState Contractors, Inc (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Shawna Bolognia

Printed Name of Notary Public: Shawna Bolognia

Notary Commission Number and Expiration: February 25, 2026

(AFFIX NOTARY SEAL)

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 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://vcl.polk.one/vendordirectory, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

	Division of Work	Results of Good Faith Effort
1.	Liberty Concrete Structures LLC Barbara Fiorillo (407) 864-2325 Winter Garden, FL 34787 bfiorillo@libertyconcretestructures.com	No Bid
2.	Rogers Concrete Services LLC Gerri Rogers (863) 241-4631 Winter Haven, FL 33881 msgerriservices@gmail.com	No Bid
3.	Hyatt Survey Services, Inc. Pamela Hyatt (941) 748-4693 Bradenton, FL 34211 pam@hyattsurvey.com	
4.	Metzger & Willard, Inc. Nancy Metzger (813) 977-6005 Tampa, FL 33637 nmetzger@metzgerwillard.com	
5.	MacGillivray & Co. Surveyors & Mappers Dolly Carwile Winter Park, FL 32789 bids@macgillivraysurveying.com	

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 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://vcl.polk.one/vendordirectory, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

	Division of Work	Results of Good Faith Effort
1.	5 Star Electrical Jessica Formont (863) 370-8946 Lakeland, FL jessica@5starelectrical.net	No Bid
2.	Blue Ray Electric Kelly Gutierrez (813) 900-9772 New Port Richey, FL kelly.gutierrez@bluebayelectric.com	No Bid
3.	Radford Electric Inc. Scott Radford (863) 581-2167 Bartow, FL sradford@883@yahoo.com	No Bid
4.	Rako Electric LLC Kener Rivera Haines City, FL rakoelectric@gmail.com	No Bid
5.	Alpha Power Systems Nacho La Puente (813) 805-9506 Tampa, FL 33611 nacho@apowersystems.com	No Bid

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 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://vcl.polk.one/vendordirectory, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

	Division of Work	Results of Good Faith Effort
1.	Bobby Thompson Painting Bobby Thompson (863) 937-2122 Auburndale, FL bobbythompsonpainting@gmail.com	No Bid
2.	C&C Painting Contractors Alec Barklage Tampa, FL alec@ccpainting.com	
3.	HD Construction & Consulting Geoffrey Higgins (407) 914-0381 Davenport, FL hdcontructionconsulting@gmail.com	No Bid
4.	Phifer Painting Jarrell Phifer (863) 777-0287 phiferpainting@gmail.com	No Bid
5.	Precision Painting & Maintenance Wimts Robillard Bartow, FL precisionpaintingmaintenance@outlook.com	No Bid

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

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. Slope	LF	150	$ $150.00	$ $150.00
B.			$	$
C.			$	$
D.			$	$
			Total	$ $150.00

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (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: CenState Contractors, Inc.

Address: P.O. Box 552, Winter Haven, FL 33882-0552

1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:
   YES_X_ 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_X_ NO_____
4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.
   YES_____ NO____

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that CenState Contractors, 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.

Bidders Signature B. Scott Short

June 18, 2025
Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

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 5th Day of August 2025

Name of Firm: CenState Contractors, Inc.

By: _____
B. Scott Short, President Title of Person Signing

This foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5th day of August, 2025, by B. Scott Short (*name*) as President (*title of officer*) of CenState Contractors, Inc. (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Shawna Bolognia

Printed Name of Notary Public: Shawna Bolognia

Notary Commission Number and Expiration: February 25, 2026

(AFFIX NOTARY SEAL)

SHAWNA BOLOGNIA
Notary Public
State of Florida
Comm# HH205902
Expires 2/25/2026

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

Bid 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

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

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

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

Company Name: CenState Contractors, Inc.

Signature: _____

Title: President

Date: August 5, 2025

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 5th day of August, 20 25, by B. Scott Short (name) as President (title of officer) of CenState Contractors, Inc. (entity name), on behalf of the company, who X is personally known to me or __ has produced _____ as identification.

Notary Public Signature: Shawna Bologna

Printed Name of Notary Public: Shawna Bologna

Notary Commission Number and Expiration: February 25, 2026

(AFFIX NOTARY SEAL)

SHAWNA BOLOGNIA
Notary Public
State of Florida
Comm# HH205902
Expires 2/25/2026

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid: 25-407

PROJECT NAME: Holly Hill UFA #2 and Oak Hill #4 Wellheads

The undersigned, as President of CenState Contractors, 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).

ATTEST:

By: 

PRINTED NAME: B. Scott Short

Its: Secretary

CenState Contractors, Inc.

a Corporation

By: 

PRINTED NAME: B. Scott Short

Its: President

EXHIBIT XXII EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: Bid 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

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 5th day of August, 2025.

ATTEST:	CONTRACTOR:
By:	By:
PRINTED NAME: B. Scott Short	PRINTED NAME: B. Scott Short
Its: Secretary	Its: President

Exhibit XXIII 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 B. Scott Short (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.

CenState Contractors, Inc.
NONGOVERNMENTAL ENTITY

SIGNATURE

B. Scott Short
PRINT NAME

President
TITLE

August 5, 2025
DATE

May 29, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
BID # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

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

Contained within this addendum: questions and answers, copy of pre-bid sign-in sheets

Respectfully,

Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature _____
Printed Name: B. Scott Short
Title: President
Company: CenState Contractors, Inc.

June 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
BID # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

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

Contained within this addendum: revised drawings and bid receiving extension.

To obtain a copy of the revised 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 25-407 Holly Hill UFA 2 and Oak Hill 4 Wellheads.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net. This form is for bid registration only. Please scroll down for additional information.

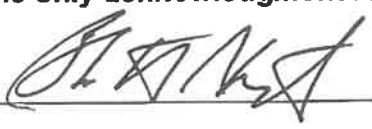
The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, June 18, 2025, prior to 2:00 p.m.

The question deadline has expired.

Respectfully,

Tabatha Shirah
On behalf of Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature 
Printed Name: B. Scott Short
Title: President
Company: CenState Contractors, Inc.

June 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
BID # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

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

Contained within this addendum: revised drawings clarification

To obtain a copy of the revised 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 25-407 Holly Hill UFA 2 and Oak Hill 4 Wellheads - Revised"**, select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net. This form is for bid registration only. Please scroll down for additional information.

Respectfully,

Tabatha Shirah
On behalf of Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature _____
Printed Name: B. Scott Short
Title: President
Company: CenState Contractors, Inc.

POLK COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

BIDDING, CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:

HOLLY HILL UFA #2 AND OAK HILL #4 WELLHEADS

BID FILE NO.: #25-407
County Projects: 6812017 and 6802041

ISSUE DATE: May 1, 2025

PROCUREMENT DIVISION

330 W CHURCH ST, RM 150

DRAWER AS05, P.O. BOX 9005

BARTOW, FLORIDA 33830/33831-9005

Website: www.polk-county.net

Procurement Analyst: Brad Howard

E-Mail: bradhoward@polk-county.net

Main Number: (863) 534-6757

Fax: (863) 534-6789

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: 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

Description: Furnish all labor, materials, and supervision for the construction of Wellhead #2 at the Holly Hill Water Production Facility (WPF) and Wellhead #4 at t Oak Hill as outlined in the bid documents.

Receiving Period: Wednesday, June 11, 2025, Prior to 2:00 p.m.

Bid Opening: Wednesday, June 11, 2025, 2:00 p.m.

Special Instructions: A **MANDATORY** pre-bid will be held Friday, May 16, 2025, 11:00 a.m. at the Utilities Administration Building, Room 63, located at 1011 Jim Keene Blvd, Winter Haven, FL 33880. The **MANDATORY** site visits will immediately follow. 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.

To obtain a copy of the Excel Bid sheet, technical specifications, 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 25-407 Holly Hill UFA 2 and Oak Hill 4 Wellheads.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net. This form is for bid registration only. Please scroll down for additional information.

BIDDER REGISTRATION
EMAIL THIS FORM BACK IMMEDIATELY TO
PROCUREMENT@POLK-COUNTY.NET

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: _____

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PART A – BIDDING REQUIREMENTS

INVITATION FOR BID

NAME OF BID: Holly Hill UFA #2 and Oak Hill #4 Wellheads
BID NUMBER: 25-407 PUBLIC CONSTRUCTION BOND IS REQUIRED
MANDATORY PRE-BID CONFERENCE: Friday, May 16, 2025, 11:00 am at the Utilities Administration Building, Room 63, located at 1011 Jim Keene Blvd, Winter Haven, FL 33880. The **MANDATORY** site visits will immediately follow.
BID DUE/DATE/TIME: Wednesday, JUNE 11, 2025, PRIOR TO 2:00 P.M.
DATE/TIME OF BID OPENING: Wednesday, JUNE 11, 2025, AT 2:00 P.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: Wednesday, May 28, 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 Submittal 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 Bid Submittal, 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 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 pages 85-86.
- 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 VI-A and Exhibit VI-B).
- 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 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 XXII, Employment Eligibility Verification (E-Verify) Certification
    - Exhibit XXIII, 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 will 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. Exhibit VI-A may be requested during the bid analysis and again at the project close-out. 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.

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	25-407
Bid Title	Holly Hill UFA #2 and Oak Hill #4 Wellheads
Due Date/Time:	June 11, 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 bradhoward@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 25-407 – <Contractor Name> Title of Document"

For Excel Bid Sheets "Bid 25-407 – <Contractor Name> 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 Brad Howard at bradhoward@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 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

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 respon**sible.**

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 Operations	$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 turn 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 15.

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 h**as 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 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 **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. 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.

14.3 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 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/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.

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 f**or 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.

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 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.

16.5.2 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.

16.5.3 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.

16.5.4 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.

16.5.5 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.

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 t**o 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 accepted 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 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. 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. B*y 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 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 awarded contractors bid or $250,000, whichever is less, may be included in the Contract Price. No individual allowance request shall be greater than $100,000 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 LIAISON 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.

SUPPLEMENTARY CONDITIONS

Definitions

The term “Underground Facilities” means all underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, stormwater, other liquids or chemicals, or traffic or other control systems.

NOTE: Any information provided in the Technical Specifications or Drawings that relates to the Procurement process of this solicitation is superseded by the County’s Procurement Policies and Procedures Manual, the General Conditions, and the Supplementary Conditions contained herein.

Scope of Work

The work generally includes, but is not limited to, furnishing all products, labor, equipment, material, transportation, and incidental services to construct the following:

1. Site work and preparation, including clearing and grubbing.
2. Demolition including removal of remnants located at the sites consisting of concrete demolition and removal, piping demolition and removal, and removal of construction/silt fencing.
3. Well equipping of two wells including installation of two (2) 150 HP vertical turbine well pumps, one of which is to be equipped with a VFD (Holly Hill UFA #2).
4. Construction of all concrete equipment pads and pump pedestals.
5. Installation of well pump discharge piping, including ductile iron piping, valves, metering, appurtenances and pipe supports.
6. Installation of mechanical piping/plumbing, including, but not limited to, potable water service meter and piping, backflow preventers, hose bibbs, and drain piping, etc.
7. Connection of raw water well discharge pipeline from Holly Hill UFA #2 Well to existing 16-inch raw water pipeline within the Holly Hill Water Production Facility (WPF).
8. Abandon portion of existing 16-inch raw water pipeline previously installed for an alternate Holly Hill UFA #2 Well location within the Holly Hill WPF property.
9. Supplement existing HVAC system within the southern electrical building at Holly Hill WPF with an additional ductless unit.
10. Connection of raw water well discharge pipeline from Oak Hills #4 Well to existing 12-inch raw water pipeline within the Oak Hills #4 Well property.
11. Construction of site improvements and storm drainage including, but not limited to, perimeter CMU wall, manual swing gates, grading, paving, landscaping, and irrigation.

12. Installation of all electrical, including any required construction and/or coordination with Duke Energy for the electrical service.
13. Installation of site security (i.e., security cameras) at Oak Hills #4 Well.
14. Installation of all instrumentation and controls, including PLC/SCADA programming.
15. Commissioning, start-up, testing, demonstration and training.

Project Location

The Work will occur at both the Holly Hill Water Production Facility, owned by PCU and located at 49585 US Hwy 27, Davenport, FL 33897, and within the Garden Hills at Providence development on the property owned by PCU and located at 4358 Eastminster Rd, Davenport, FL 33837.

Site Access

Project is located within existing rights-of-way, Polk County property and Polk County easements. Access to the Garden Hills at Providence development for the Oaks Hills Well #4 site will be provided through the County. Contractor shall provide adequate access to minimize disruption to residents and businesses. Contractor shall provide noise control, access control to ensure site security and safety of residents, and erosion control to prevent damage to private property.

Contractor shall be responsible for ensuring construction areas are secured and safe to the public each day. Necessary safety measures such as barricades, signs and fences shall be properly set every day. Trenches and excavations shall not be left open during Contractor non-work times.

NOTE: Public Construction Bond is required in the amount of the total contract price, which includes a 5% Allowance.

Construction Cost Estimate

The construction cost estimate for this project is $3,275,000.00.

Basis of Award

Contract will be awarded, if at all, to a single Contractor based on qualifications and for the Grand Total price for the Base Bid (including Contingency). All prices must be bid at a fair and reasonable price. The Procurement Director shall be the sole judge of what is fair and reasonable. The County may reject all or may award the entire bid, as best serves the interest of County

Contract Time

The Contract Time is as follows: 300 CALENDAR DAYS

The Contract Time for this project is a total of 270 calendar days from Notice to Proceed to reach Substantial Completion and 300 calendar days from Notice to Proceed for Final Completion.

Completion of the contract will have been achieved once Final Completion has been reached and all final documentation, including final application for payment, received and processed by PCU. No more than 30 calendar days will be allowed for completion of close out documentation.

Calculation of Liquidated Damages

Liquidated damages shall apply to meeting the substantial completion date upon which the facility shall be fully functioning as intended.

Should the Contractor not meet the agreed upon date of substantial completion, as outlined within the Notice to Proceed, liquidated damages to continue inspections and project management shall be calculated as follows:

Inspection Services	5 hours per day @ 175.00 per hour	$ 875.00
Project Management	2 hours per day @ $300.00 per hour	$ 600.00
Mileage	150 miles per day @ $0.70 per mile	$ 105.00
Other Miscellaneous Project Expenses		$ 20.00
Total Daily Liquidated Damages		$1,600.00

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 for which liquidated damages will be assessed.

Warranty Requirements

The warranty period for completed work shall be as outlined in the Technical Specifications. In some sections of the Contract Documents, warranty requirements may be more stringent than indicated in the General Conditions. In the event there is a warranty conflict, the more stringent warranty requirement will apply.

Qualifications

Bidder shall be a State of Florida licensed General Contractor with experience including well equipping, the installation of large diameter (>10”) yard piping, vertical turbine pumps and variable frequency drives (VFDs).as the prime contractor.

Bidder should submit the following with their bid:

1. Copy of State of Florida License as a General Contractor.

2. Bidder must provide five (5) references from clients in which the Bidder has performed similar size and scope services as the prime contractor, within the past ten (10) years, for completed or on-going projects that involved similar construction including well equipping, the installation of large diameter (>10") yard piping, vertical turbine pumps and variable frequency drives (VFDs). Each reference should include:

    a) Project name
    b) Owner's name, contact person, phone number and email address
    c) Engineer's name and contact person, phone number and email address
    d) Superintendent's name
    e) Length of pipe(s) and size(s) constructed
    f) Type and size of pumps installed (if applicable)
    g) Number and size (horsepower) of variable frequency drives installed (if applicable)
    h) Project contract value
    i) Start date and end date of project (or anticipated end date for on-going 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 provided.

Record Drawings

Contractor shall be responsible for As-Built Drawings. Shop drawings are to be submitted within 30 calendar days of Pre-Construction meeting. As-Built Drawing red-line mark-ups shall be submitted by the Contractor 30 calendar days prior to substantial completion. As-Built Drawings shall be submitted by the Contractor with the Certificate of Substantial Completion.

Contractor shall be responsible for preparation and submission of shop drawings and As-Built drawings. Shop drawings shall be submitted in a manner to maintain the approved construction schedule. All shop drawings shall be stamped indicating the Contractor has reviewed them prior to submittal. Professional will review shop drawings, detailed construction submittals, and material samples required by the contract manual for general conformance with the design requirements.

If shop drawings or other submittals are rejected more than once, the Contractor shall be responsible for additional services for the Professional to review additional submittals on an hourly basis as outlined below:

Project Manager @ $300.00 per hour

Percentage of Work

The prime contractor shall perform a minimum of 51% of all work contained within the scope of work as outlined in the contract documents. This percentage of work requirement does not include the furnishing of materials or equipment in the construction, if not installed by the primary contractor.

Additional Information

Contractor shall supply the County with a compilation of daily reports from the assigned construction activity on a weekly basis. Report will be submitted to the assigned CIP Project Manager or his representative for the County approval of the Utilities Division Director or designee. The report shall include the construction progress and relevant issues per construction area. Contractor is responsible for insuring site is secured each day to ensure site is not tampered with.

Contractor shall provide the County with a comprehensive contact list to include all key Contractor personnel as well as all subcontractors' contact information. The contact information shall include name of contact, project responsibility, telephone number, cell phone number, email address, physical address and/or mailing address along with city, state, and zip code. This must be provided for all personnel associated with the Project.

All signs, mailboxes, fences, guardrails, curbs, pavement markings, utility poles, plants, shrubs, trees, and other miscellaneous items shall be removed, reinstalled and/or replaced per field requirements. Contractor is responsible for cost associated with holding poles and relocating guy wires as required for construction. All costs shall be incidental to construction cost and no additional compensation shall be allowed.

RFI Logs

Polk County Utilities will require Contractor to keep an Request for Information (RFI) log on all RFI's received in order to ensure proper recording. The log should include the date that the RFI was received, the RFI subject and matter, the engineer/consultant that has been assigned to satisfy the RFI, the RFI resolution, and the date the RFI answer was submitted to Polk County and the party that issued the RFI.

Project Contingencies

The Bid Form includes Project Contingency line items totaling $200,000.00. Written approval by the Polk County Utilities Division Director is required prior to expenditure of any of these funds. Any work performed prior to receiving written approval is done at the Contractor's risk.

Pre-Construction Conference

A pre-construction conference will be held with the Contractor to discuss scheduling, sequencing, preparatory work, work area protection and other details of the project. The Contractor and the County Representative will mutually agree upon a start date.

Notice to Proceed

The Notice to Proceed (NTP) will not be issued until after the Chairman of the Board of County Commissioners signs the contract. Once the NTP has been issued the Contractor is expected to begin work within ten (10) days of the NTP.

Workdays/Work Times

Workdays shall be defined as Monday through Friday from 7:00 a.m. to 6:00 p.m., except for County holidays and unless otherwise agreed upon by County.

Permits and Approvals

The following permits shall be obtained by the Contractor per Section 7.6 of the General Conditions:

- NPDES General Permit Authorization for Construction Activities
- Polk County Building Permit
- Permits required for hauling salvaged items, debris, materials, supplies, and/or equipment over public roadways.

The following permits have been or will be obtained before the NTP by the County for construction of this Work:

- FDEP Specific Permit to Construct PWS Components
- Polk County Level 2 Site Plan Permit (Oak Hills Well #4 only)
- South Florida Water Management District/FDEP: Environmental Resource Permit (Stormwater System Modification)

Project Sign

Contractor shall provide a project sign. Details of the project sign will be provided to the Contractor on or before the pre-construction conference.

Contractor and Subcontractors

The Contractor may self-perform any areas of the work that they are specifically qualified in that field. Otherwise, the Contractor shall employ qualified, experienced subcontractors for each area of the work.

Substitute Material

“Equivalent” or “Approved Equal” substitutions of any materials or supplies will require prior approval by Polk County Utilities Operations via an addendum. Any approved substitutions to equipment or supplies should be incorporated as a part of the prime Contractor’s bid submittal. (General Conditions, Section 7.3)

Suppliers are encouraged to review Polk County Utilities Standards and Specifications Manual Section 113 for information regarding how to apply for approval and inclusion in the established standards. The Standards and Specifications Manual is available at https://www.polk-county.net/services/building/permitting/.

Registration

The Successful Bidder must register in our Vendor Database if you have not already done so prior to the award of this bid. A purchase order cannot be issued to a vendor until they are registered. You may register at the following link: https://www.polk-county.net/business/procurement/vendor-information/.

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, ensuring 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.

Part C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Lump Sum Price)

NAME OF PROJECT: BID 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.

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 they have examined the site of the Work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have read all special provisions furnished prior to the opening of Bids; and 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 FOLLOWING REQUESTED INFORMATION MUST BE

HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE

CONSIDERED BY THE COUNTY

1. BID PRICE $ _____

WRITTEN AMOUNT (SPELL OUT) _____DOLLARS

_____ CENTS

(lump sum price for completing all required work in strict accordance with the requirements specified in the Bid Package)

2. CONTRACT TIME TO COMPLETION OF THIS PROJECT **300** CALENDAR DAYS FOR FINAL COMPLETION

NAME OF BIDDER _____
(type 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 Business Receipt Tax (Business License) Company Name (Print or Type)

ADDENDUM RECEIPT
Bidder shall acknowledge below the receipt of 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 CONTRACTOR, IF A CORPORATION

STATE OF _____ COUNTY OF _____The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 20____, by _____(name) as _____title of officer) of_____(entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature:_____

Printed Name of Notary Public:_____

Notary Commission Number and Expiration:_____

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY

STATE OF _____ COUNTY OF _____The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 20____, by _____(name) as _____(title of officer) of the Company, pursuant to the powers conferred_____(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)

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 _____

PART D – **EXHIBITS**

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 Polk County, a political subdivision of the State of 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 Bid 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.

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: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

_____
Witness

_____
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.

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 W. Church St Bartow, FL 33830
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:	Furnish all labor, materials, and supervision for the construction of Wellhead #2 at the Holly Hill Water Production Facility (WPF) and Wellhead #4 at the Oak Hill location.
PROJECT LOCATION:	Holly Hill Water Production Facility, located at 49585 US Hwy 27, Davenport, FL 33897, and within the Garden Hills at Providence development on the property owned by PCU, located at 4358 Eastminster Rd, Davenport, FL 33837

EXHIBIT II (cont'd): 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 $_____) 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 executed between Principal and County for construction of 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:

PRINCIPAL: _____

BY: _____ (SEAL)
Authorized Signature (Principal)

_____
Witness

_____
Witness

_____
Printed Name

_____
Title of Person Signing Above

ATTEST:

SURETY: _____
Printed Name

_____
Witness

BY: _____ (SEAL)
Attorney in Fact

_____
Witness

_____
Printed Name

_____
Business Address

_____

EXHIBIT III: PAYMENT OF STORED MATERIALS

As regards payment for stored materials on Bid # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads, 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 Polk County, a political subdivision of the State of Florida (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.

Signature:_____ Title: _____
STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20___, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

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 Polk County, a political subdivision of the State of Florida (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;
   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:25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. 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
4. 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 _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20____, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads
- Understands that during Bid Analysis 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. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal 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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20____, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT VI-A: SUBCONTRACTOR LIST

This Exhibit is in an Excel spreadsheet format and available on the FTP site. If you need assistance accessing FTP site due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net.

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 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to https://vcl.polk.one/vendordirectory, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

	Division of Work	Results of Good Faith Effort
1.		
2.		
3.		
4.		
5.		

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

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, a political subdivision of the State of Florida (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.
   YES_____ NO____

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 FORM

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

This foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20____, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XI: APPLICATION FOR PAYMENT

This Exhibit is in an Excel spreadsheet format and available on the FTP site. If you need assistance accessing FTP site due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net.

EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT

PROJECT: Holly Hill UFA #2 and Oak Hill #4 Wellheads _____

DATE:_____

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 Polk County, a political subdivision of the State of Florida (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**

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 Signature)

State of_____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____day of _____, 20____, by _____ (Print name of authorized person signing Certification), 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)

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.

EXHIBIT XIII: CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Holly Hill UFA #2 and Oak Hill #4 Wellheads

County's Project No.: 6812017 & 6802041

Contractor No.: _____

Contract Date: _____

Notice to Proceed Date: _____

Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of Polk County, a political subdivision of the State of Florida (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. The warranty period shall begin on the date as established herein.

A list of items 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: _____
(Type Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XIV: CERTIFICATE OF FINAL COMPLETION

Project: Holly Hill UFA #2 and Oak Hill #4 Wellheads

County's Project No.: 6812017 & 6802041_

Contract No.: _____

Contract Date: _____

Notice to Proceed Date: _____

Substantial 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.

All punch list items 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: _____
(Type Company Name)

By: _____
(Authorized Signature)

_____
(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

Date: _____

County: _____
(Typed Name of Division)

By: _____
(Authorized Signature)

Date: _____

EXHIBIT XV: MATERIALS AND EQUIPMENT STORED ON-SITE

Contractor's Estimate No. _____ Project 6812017 & 6802041

Period _____ to _____ Page _____ of _____

Prepared (signed & 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: Holly Hill UFA #2 and Oak Hill #4 Wellheads

AAR NO.:

CONTRACT NO.:

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

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	**COUNTY DIVISION DIRECTOR**
Date: _____	Date: _____
_____	_____
ARCHITECT/ENGINEER	**COUNTY MANAGER** or designee
Date: _____	Date: _____

AAR's less than $50,000.00 require County Manager or designee approval.

AAR's over $50,000.00 but less than $100,000.00 require County Manager approval.

AAR's over $100,000.00 require Board approval.

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____

CHAIRMAN

Date: _____

EXHIBIT XVII: CHANGE ORDER

Project: Holly Hill UFA #2 and Oak Hill #4 Wellheads **Contract No.:** **Change Order No:**

Polk County, a political subdivision of the State of Florida

Contractor:

Architect/Engineer:

Description of Change Order:

Contract is changed as follows:

Architect/Engineer:_____(Signature) Date:_____

Original Contract Sum:	$
Net change by previously authorized Change Order	$
Contract Sum prior to this Change Order	$
Contract Sum will be increased/decreased by this Chang 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:

Division Director:_____ Date:_____

Reviewed as to form and legal sufficiency:

_____ _____

County Attorney's Office Date County Manager/Designee Date

(Change order increases require Board approval)

Attest: STACY M. BUTTERFIELD, CLERK

Polk County, a political subdivision of the State of Florida

By: _____ By: _____

Deputy Clerk Chairman

Board of County Commissioners

Date Signed by Chairman: _____

EXHIBT 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 # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

_____ _____

Contractor Signature

_____

Printed Name of Signer

_____

Date

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

Bid 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this _____ day of _____, 20____, by _____(name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who __ is personally known to me or __ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XX: STATEMENT OF NO BID

If submitting a “NO BID”, Bidder shall return this form to Polk County, a political subdivision of the State of Florida, Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads 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)._____

_____

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

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid: 25-407

PROJECT NAME: Holly Hill UFA #2 and Oak Hill #4 Wellheads

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 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).

ATTEST:	_____
	a_____ _____
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its:_____	Its: _____

EXHIBIT XXII EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: Bid 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

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 _____, 20____.

ATTEST:	CONTRACTOR:
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

Exhibit XXIII 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 #:25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.

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 Beneficial Occupancy within 270 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 300 days. The allowance time for this project is 45 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:_____

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 _____

PART F – TECHNICAL SPECIFICATIONS

Documents incorporated by reference in Supplementary Conditions on page 73:

Polk County Utilities Holly Hill UFA #2 and Oak Hill #4 Wellheads Technical Specifications, prepared by Kennedy/Jenks Consultants, Inc., dated March 2025.

To receive a copy of the Bid document, Excel Bid Sheet, Exhibits VI-A and XI, Technical Specifications 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 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.zip**", select "Open" or "Save As" to download the Bid documents, Bid Sheet, Technical Specifications, and Drawings. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net.

May 29, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 1
BID # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

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

Contained within this addendum: questions and answers, copy of pre-bid sign-in sheets

Respectfully,

Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature _____
Printed Name: _____
Title: _____
Company: _____

Bid # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads
Addendum # 1

Questions and Answers

Q1: In regard to Section 43 24 13 – 1.03 B, please provide clarification on this statement. Is this to mean that the engineer of record needs to review test curves prior to shipment? Or is there a requirement that a professional engineer sign and seal test pump curves?

A1: The term “Professional” in the statement “Obtain favorable review from the Professional prior to shipment of the pumps” refers to the engineer of record as defined in Part B – Conditions of Contract, General Conditions, Article 2 – Definitions.

Q2: In regard to Section 43 24 13 – 2.03 E.3 – Part 1.03 A.7 requires that critical speed calculations be included with these pumps. If the pump manufacturer can confirm through these calculations that no resonant frequencies will be in the pump, can the pump supplier provide a cast iron head?

A2: Pump discharge heads shall be fabricated steel in accordance with Section 43 24 13 – 2.03.E.3.

Q3: In regard to Section 43 24 13 – 2.04 E, Drawings do not show suction strainer, but specifications require it. Confirm if suction strainer is to be supplied.

A3: Yes, a suction strainer for the vertical turbine pumps is required and shall be provided per the specifications.

Q4: In regard to Section 43 24 13, please confirm column lengths needed for the pumps: 285ft of column for UFA #2 and 60ft of column for UFA #2.

A4: The pump intakes shall be set at the depths specified on M-101 and M-201. Column lengths shall be determined based on these pump elevation settings.

Q5: In regard to Section 43 24 13, please confirm if pump bowls need to be hydrostatic tested.

A5: No, hydrostatic testing of the pump bowls is not a requirement of Section 43 24 13.

Q6: Article 23.1.2 states “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.” Is this something you want us to add to our bid? And if so, where in the bid form should it be applied?

A6: No, this will be applied to the final contract with the successful contractor, if applicable.

Q7: Can you please publish a set of specs that are unlocked? The set published will not even allow prints or creating bookmarks.

A7: To obtain a copy of the unlocked documents 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 25-407 Holly Hill UFA 2 and Oak Hill 4 Wellheads revised.zip”, select “Open” or “Save As” to download. However, please note that this version of the specifications is not considered signed and sealed. Only the digitally signed and sealed copy of the specifications shall be a part of the Contract Documents.

Q8: The Pipe Schedule on Drawing G-003 shows exposed potable water 2” and below to be copper piping. The only pipe this covers is the ARV piping, the PW to the Pump, and for the pressure gauges and other misc. taps to and from the well piping. Industry standard is that this usage would be PVC piping. Can this be changed to PVC piping.

A8: Per the mechanical drawings and the P&IDs, the only potable water (PW) piping for the project are the services lines to the pumps for the pre-lube water. All other instances mentioned do not follow the Pipe Schedule for PW as they are not designated as PW lines and materials should be as specified on the drawings, in the technical specifications and/or in the referenced standard drawings. For the PW service at each well site, the Pipe Schedule shall be adhered to unless otherwise stated on the drawings.

Q9: What is the existing casing material?

Q10: Steel.

Pre-Bid Meeting
May 16, 2025
CB 25-407, HOLLY HILL UFA #2 AND OAK HILL #4 WELLHEADS

PRINT LEGIBLY

BE SURE TO INCLUDE AREA CODE

NAME	COMPANY	ADDRESS	E-MAIL ADDRESS	PHONE #	ON SITE
Dan Tuttle	Censtate Contractors	2288 Executive Rd Wh Fl 33884	Shawna@censtate.com	863-324-3882	DT
Joel Hedden	AWC	9442 Currie Davis Dr Ste 6 Tampa, FL 33619	Joel.hedden@awc-inc.com	727-454-5014	JH
Zack Fields	Prime Construction Group Inc.	1000 Jetstream Dr. Orlando, FL 32824	Zfields@primeconstructiongroup.com	407-856-6190	ZF
Dennis McGee	Commerce Controls Inc.	Tampa, FL	dmcgee@commercecontrols.com	941-416-5067	DM
Brian Veal	Vogel Bros. Building Co.	Lakeland, FL	bveal@vogelbldg.com	(810) 922-6872	BV BV
DAVE KLOOTE	CT CONTR. SERVICES LLC	TAMPA	CHRIS@CTCONTRACTINGSERVICES.COM DAVE@CTCONTRACTINGSERVICES.COM	727.463.4617	DK DK

Pre-Bid Meeting
May 16, 2025
CB 25-407, HOLLY HILL UFA #2 AND OAK HILL #4 WELLHEADS

PLEASE PRINT LEGIBLY

BE SURE TO INCLUDE AREA CODE

NAME	COMPANY	ADDRESS	E-MAIL ADDRESS	PHONE #	ON SITE
Nathalie Collado	GCS	3520 Airport Rd Lakeland FL 33811	NCollado@GeneralControlSystems.com	347-269-9241	NC
Ben Matthews	Revere	4245 S. Pipkin Rd Lakeland Fl 33811	Bmatthews@RevereControl.com	863-646-5781	BM
Joe Kornbrust	Cathcart Construction Company	1056 Willa Springs Dr Winter Springs FL	jKornbrust@cathcartconstructioncompany.com	689-301-2860	JK JK
Scott Short	CenState Cont	P.O. Box 552 Winter Haven, Fl	Shawna@censtate.com	863-324-3882	
Tim Estep	Hydra Service	4554 19th st. ct. E. Bradenton, FL.	Tim@Hydraservice.net	407-212-1787	
Bryan Edgerton	A.C.S.F.L	11865 S.US Hwy 41 Gibsonton	Bryan.ACSFL@ACSchultes.com	813 781-3014	BE

June 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
BID # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

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

Contained within this addendum: revised drawings and bid receiving extension.

To obtain a copy of the revised 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 25-407 Holly Hill UFA 2 and Oak Hill 4 Wellheads.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net. This form is for bid registration only. Please scroll down for additional information.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, June 18, 2025, prior to 2:00 p.m.

The question deadline has expired.

Respectfully,

Tabatha Shirah
On behalf of Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature _____
Printed Name: _____
Title: _____
Company: _____

June 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 3
BID # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

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

Contained within this addendum: revised drawings clarification

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To obtain a copy of the revised 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 25-407 Holly Hill UFA 2 and Oak Hill 4 Wellheads - Revised**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net. This form is for bid registration only. Please scroll down for additional information.

Respectfully,

Tabatha Shirah
On behalf of Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature _____
Printed Name: _____
Title: _____
Company: _____

Part C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Lump Sum Price)

NAME OF PROJECT: BID 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.

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 they have examined the site of the Work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have read all special provisions furnished prior to the opening of Bids; and 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 FOLLOWING REQUESTED INFORMATION MUST BE

HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE

CONSIDERED BY THE COUNTY

1. BID PRICE $ 3,219,000

WRITTEN AMOUNT (SPELL OUT) Three Million two hundred nineteen thousand DOLLARS

Zero CENTS

(lump sum price for completing all required work in strict accordance with the requirements specified in the Bid Package)

2. CONTRACT TIME TO COMPLETION OF THIS PROJECT 300 CALENDAR DAYS FOR FINAL COMPLETION

NAME OF BIDDER CenState Contractors, Inc.
(type or printed firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER **(Copy of License Attached)**

CGC-025931
State Certification Number

B. Scott Short
Individual's Name (Print or Type)

11393
Polk County Registration Number

Individual's Name (Print or Type)

Attached
Polk County Business Receipt Tax (Business License)

CenState Contractors, Inc.
Company Name (Print or Type)

ADDENDUM RECEIPT
Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. One (1) Date 5-29-25

Addendum No. Two (2) Date 6-10-25

Addendum No. Three (3) Date 6-10-25

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 June 18, 2025
(Bid Receiving Date)

BIDDER: CenState Contractors, Inc.

BY: 
(Authorized Signature – in ink)

B. Scott Short
(Printed Name of Signer)

President
(Printed Title of Signer)

P.O. Box 552 Address | Winter Haven City | FL State | 33882 Zip Code

(863) 324-3882
Telephone Number
Email Address Shawna@censtate.com

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF Florida COUNTY OF Polk The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this 18th day of June 2025, by B. Scott Short (name) as President (title of officer) of CenState Contractors, Inc. (entity name), on behalf of the company, who __ is personally known to me or X has produced _____ as identification.

Notary Public Signature: Shawna Bologna

Printed Name of Notary Public: Shawna Bologna

Notary Commission Number and Expiration: February 25, 2026

SHAWNA BOLOGNIA
Notary Public
State of Florida
Comm# HH205902
Expires 2/25/2026

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY

STATE OF N/A COUNTY OF _____ The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this_____ day of _____ 20____, by _____(name) as _____(title of officer) of the Company, pursuant to the powers conferred_____(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)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF N/A 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 _____

PART D – EXHIBITS

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we CenState Contractors, Inc. (hereinafter called the Principal) and Westfield Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of One hundred sixty one thousand dollars ($161,000.00) 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 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads.

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 11th day of June 20 25.

ATTEST:

Jessica A. Watwood
Witness

Jennifer Prater
Witness

PRINCIPAL: CenState Contractors, Inc.

BY: _____ (SEAL)
Authorized Signature (Principal)

B. Scott Short
Printed Name

President
Title of Person Signing Above

ATTEST:

Meadow Hellandbrand
Witness Meadow Hellandbrand

Kelly Moulton
Witness Kelly Moulton

SURETY: Westfield Insurance Company
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Jeffrey W. Reich*, Attorney-In-Fact & Florida Licensed Resident Agent
Printed Name

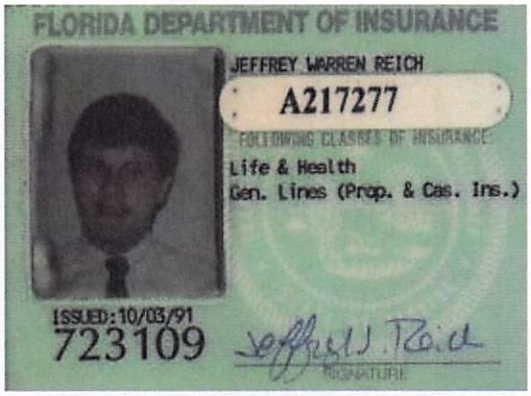
PO Box 5001, Westfield Center, OH 44251-5001
Business Address
* Inquiries: 407-786-7770

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.

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.



Jeffrey W. Reich
License Number A217277

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/25/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **0990992 01**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, CHERYL A. FOLEY, LISA A. ROSELAND, KIM E. NIV, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN, SARAH K. O'LINN, NATHAN K. REICH, JOINTLY OR SEVERALLY

of **MAITLAND** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **MARCH** A.D., **2025** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **25th** day of **MARCH** A.D., **2025** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 11th day of June, 2025 A.D.,

Frank A. Carrino, *Secretary*

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS
County of Polk)
B. Scott Short, being first duly sworn, deposes and says that:

1. They are President of CenState Contractors, 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 Polk County, a political subdivision of the State of Florida (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.

Signature: _____ Title: President

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18th day of June, 2025, by B. Scott Short (*name*) as President (*title of officer*) of CenState Contractors, Inc. (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Shawna Bolognia

Printed Name of Notary Public: Shawna Bolognia

Notary Commission Number and Expiration: February 25, 2026

(AFFIX NOTARY SEAL)

SHAWNA BOLOGNIA
Notary Public
State of Florida
Comm# HH205902
Expires 2/25/2026

EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads
- Understands that during Bid Analysis 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. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal 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 18th day of June, 2025

Name of Firm CenState Contractors, Inc.

By _____ B. Scott Short

President

Title of Person Signing

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 18th day of June, 2025, by B. Scott Short (*name*) as President (*title of officer*) of CenState Contractors, Inc (*entity name*), on behalf of the company, who ☑ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Shawna Bolognia

Printed Name of Notary Public: Shawna Bolognia

Notary Commission Number and Expiration: February 25, 2026

(AFFIX NOTARY SEAL)

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that CenState Contractors, 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.

Bidders Signature B. Scott Short

June 18, 2025
Date

May 29, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
BID # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

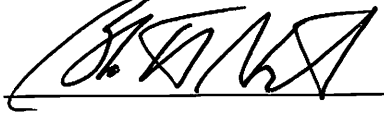
This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions and answers, copy of pre-bid sign-in sheets

Respectfully,

Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature 
Printed Name: B. Scott Short
Title: President
Company: CenState Contractors, Inc.

June 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
BID # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

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

Contained within this addendum: revised drawings and bid receiving extension.

To obtain a copy of the revised 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 25-407 Holly Hill UFA 2 and Oak Hill 4 Wellheads.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net. This form is for bid registration only. Please scroll down for additional information.

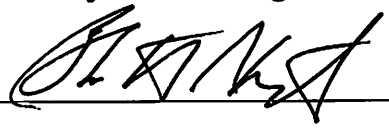
The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, June 18, 2025, prior to 2:00 p.m.

The question deadline has expired.

Respectfully,

Tabatha Shirah
On behalf of Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature 
Printed Name: B. Scott Short
Title: President
Company: CenState Contractors, Inc.

June 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
BID # 25-407, Holly Hill UFA #2 and Oak Hill #4 Wellheads

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

Contained within this addendum: revised drawings clarification

To obtain a copy of the revised 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 25-407 Holly Hill UFA 2 and Oak Hill 4 Wellheads - Revised**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net. This form is for bid registration only. Please scroll down for additional information.

Respectfully,

Tabatha Shirah
On behalf of Brad Howard
Sr. Procurement Analyst
Procurement Division

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

Signature _____
Printed Name: B. Scott Short
Title: President
Company: CenState Contractors, Inc.

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

SHORT, BYRON SCOTT

CEN STATE CONTRACTORS INC
2288 EXECUTIVE RD
P O BOX 552
WINTER HAVEN FL 33882-0552

LICENSE NUMBER: CGC025931

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

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.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 11393 **CLASS:** B+ **EXPIRES:** 09/30/2025

OWNER NAME	LOCATION
BYRON SCOTT-CERT SHORT	2288 EXECUTIVE RD WINTER HAVEN

BUSINESS NAME AND MAILING ADDRESS

CENSTATE CONTRACTORS INC
CENSTATE CONTRACTORS INC
BYRON SCOTT SHORT - CERT
PO DRAWER 552
WINTER HAVEN, FL 33882

CODE **ACTIVITY TYPE**
230150 CONTRACTOR GENERAL

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR-CGC025931

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 2518084 07/25/2024 HSP **TP** **57.75** **CENSTATE CONTRACTORS INC**

NOTE: Failure to timely renew or those who are no longer in business and fail to provide an out of business notification on or before September 30th are subject to a misdemeanor violation of the law, substantial penalties, collection costs, including possible attorney's fees, etc., and a Special Magistrate hearing.

ATTENTION: A Polk County local business tax receipt is issued for the simple privilege of doing business in Polk County. A local business tax receipt does not convey that a business tax receipt holder is in any other way qualified, registered, certified, or licensed to engage in a specific trade, activity, practice or profession. Before doing business, individuals or firms should know the law pertaining to their business activities. For more information on what is allowed under the law for a given business activity, contact the appropriate governing agencies. For example, those involved in construction related activities should contact their local building officials prior to conducting their work.

REPORT UNLAWFUL ACTIVITY: If you know of a business operating in Polk County that has failed to obtain a county local business tax receipt, please report this unlawful activity. Provide as much information as possible, such as the name of the business, business owner's name, location at which the business is operating, telephone number(s), etc. ***YOU MAY CHOOSE TO REMAIN ANONYMOUS*** Dial: Toll Free Tel. 866-687-8876; Email to: Enforcement@PolkTaxes.com; Mail to: Enforcement, PO Box 2016, Bartow, Florida 33831-2016.

MUNICIPAL LOCAL BUSINESS TAXES ARE ALSO DUE: If your business is located in a municipality that also requires a local business tax receipt, you are required to obtain both the county local business tax receipt and the municipal local business tax receipt. County and municipal local business tax receipt requirements may be significantly different. For more information on municipal local business tax receipt requirements, please contact your municipality.

DISPLAY THIS TAX RECEIPT PROMINANTLY: The law requires this county local business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to public view and subject to inspection by all duly authorized officers/agents of the Tax Collector. Upon failure to do so, the taxpayer shall be subject to the payment of another county local business tax receipt.

RENEW THIS TAX RECEIPT BEFORE IT EXPIRES: This is your first or "initial" notice that your county local business tax receipt must be renewed prior to the expiration date indicated on the face of this document.

DISCLOSURE REQUIREMENT; INFORMATION: Pursuant to F.S. 205.0535 (5), the receipt holder's Federal Employee Identification Number or Social Security Number is not subject to a public records request. Pursuant to F.S. 193.074, business telephone numbers and email addresses are confidential unless made public by the receipt holder.

SWORN STATEMENT REMINDER: The county local business tax receipt holder identified on the face of this document has completed a sworn statement affirming they did read, understand and acknowledge the following: ① They completed an annual county local business tax receipt application in which they, under penalties of perjury, did swear or affirm the information provided to obtain this tax receipt is current, true and correct; ② The privilege to conduct business in Polk County, Florida is limited to the activities, professions and/or occupations identified on the application (and this tax receipt); ③ A county local tax receipt does not waive local, state or federal laws and/or requirements, including licensing, registration, and/or certification requirements; ④ They must adhere to all local, state and federal laws and requirements, including, but not limited to, local codes and zoning restrictions; ⑤ An FEIN or Social Security Number is required pursuant to F.S. 205.0535 (5); ⑥ They will only do business under their legal name or have provided a fictitious name registration number to the Tax Collector or provided they will not engage in business until a fictitious name registration number is obtained from the Florida Department of State, Division of Corporations; ⑦Tangible Personal Property information including the telephone number and email address which are provided in this application are a part of the Property Appraiser's tangible personal property tax return;⑧ They are required to report changes in business name, ownership and/or location, as well as any changes affecting their status as a county local business tax receipt holder, to the Tax Collector; and, ⑨ They know providing false information to obtain this tax receipt is a criminal offense subject to prosecution.

REPORT CHANGES: The holder of this county local business tax receipt is required to report a change in the following: Business name, ownership, business location, mailing address, business activity and any information that would alter the status of the current tax receipt, such as the loss of a state license or a change in the state license used to qualify for the business activity and/or occupation identified on the current county local business tax receipt.

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CENSTATE CONTRACTORS, INC.
POLK COUNTY
HOLLY HILL UFA #2 AND OAK HILL WELL HEADS

	NAME	OWNER		
15	NORTH WEST REGIONAL WWTF - PHASE II SURFACE FACILITIES	POLK COUNTY BOCC 330 WEST CHURCH ST. BARTOW, FL 33830 (863) 534-6757 MARK ADDISON (863) 298-4214	SUPERINTENDENT: DANIEL WAID PERIOD OF PERFORMANCE: START: 6/2015 FINAL: 10/2016	RECLAIMED WATER HSP, PRECAST ELEC. BUILDING, VARIABLE SPEED DRIVES, ELECTRICAL, I & C, SCADA, ASR WELL CONNECTION
17	EAST PORT WRF STAGE 5 REVISED IMPROVEMENTS	CHARLOTTE COUNTY 25550 HARBOR VIEW ROAD UNIT 1 PORT CHARLOTTE, FL 33980 CHRIS CARPENTER (941) 883-3515	SUPERINTENDENT: DWIGHT TAYLOR PERIOD OF PERFORMANCE: START: 7/2017 FINAL: 10/2018	NEW RECLAIMED HSP STATION, YARD PIPING, ELECTRICAL WORK, NEW GENERATOR
20	HODGE STREET WRF UPGRADES	POLK COUNTY BOCC 330 WEST CHURCH ST. BARTOW, FL 33830 (863) 534-6757 JAMES TULLY (863) 344-1848	SUPERINTENDENT: BERNIE RUSSELL PERIOD OF PERFORMANCE START: 4/2020 FINAL: 2/2021	ADD STORAGE TANK AND CARBON FILTERS TO THE TREATMENT PROCESS
18	CONSTRUCTION SERVICES FOR DINNER LAKE SOUTH STORAGE AND BOOSTER STATION	POLK COUNTY UTILITIES 330 WEST CHURCH ST BARTOW, FL 33830 HOLDEN WRIGHT (863) 298-4167	SUPERINTENDENT: BERNIE RUSSELL PERIOD OF PERFORMANCE START: 6/2018 FINAL: 2/2020	DEMO AND REMOVAL OF EXISTING 300K GST, CONSTRUCT NEW MG GST, PUMP STATION, CHEMICAL STORAGE AND FEED FACILITIES, NEW SCADA
21	WATER TREATMENT PLANT #1 & #2 IMPROVEMENTS	CITY OF HAINES CITY 620 E. MAIN ST. HAINES CITY, FL 33844 ROBBIE GONZALEZ (407) 443-0269	SUPERINTENDENT: JEREMY KENNEDY PERIOD OF PERFORMANCE START:6/2018 FINAL:	CONSTRUCT 500K GST, BULK STORAGE W/ WO DUAL LINED CHLORINE FEED TANKS, INSTALL RAW WATER CHEM. INJECTORS, FLOW METER
21	BUENA VISTA PUMP STATION UPGRADE	CITY OF LAKE ALFRED 155 E POMELO ST. LAKE ALFRED, FL 33850 JOHN DEATON (863) 298-5458	SUPERINTENDENT: DANIEL WAID PERIOD OF PERFORMANCE START:6/2018 FINAL:	CONSTRUCT 500K GST, BULK STORAGE W/ WO DUAL LINED CHLORINE FEED TANKS, INSTALL RAW WATER CHEM. INJECTORS, FLOW METER
24	LAKELAND-BARTOW-POLK CO. POTABLE WATER INTERCONNECT	POLK COUNTY UTILITIES 330 WEST CHURCH ST BARTOW, FL 33830 HOLDEN WRIGHT (863) 298-4167	SUPERINTENDENT: DANIEL WAID PERIOD OF PERFORMANCE START:7/2024 FINAL: 7/2025	INSTALLED 16" DUCTILE PIPING CONNECTING LAKELAND/BARTOW/POLK CO. APPROX. 1500 LF OF PIPE INCLUDING FLOW METER, STRAINERS AND VALVES.



Detail by Entity Name

Florida Profit Corporation
CENSTATE CONTRACTORS, INC.

Filing Information

Document Number	H64213
FEI/EIN Number	59-2554615
Date Filed	06/05/1985
Effective Date	05/31/1985
State	FL
Status	ACTIVE

Principal Address

2288 EXECUTIVE ROAD
WINTER HAVEN, FL 33884

Changed: 04/02/1996

Mailing Address

P O DRAWER 552
WINTER HAVEN, FL 33882-0552

Changed: 04/02/1996

Registered Agent Name & Address

SHORT, B. SCOTT
2288 EXECUTIVE ROAD
WINTER HAVEN, FL 33884

Address Changed: 02/04/2022

Officer/Director Detail

Name & Address

Title PVST

SHORT, B. SCOTT
2288 EXECUTIVE ROAD
WINTER HAVEN, FL 33884-3087

Annual Reports

Report Year	Filed Date

2023	02/24/2023
2024	02/13/2024
2025	02/12/2025

Document Images

02/12/2025 -- ANNUAL REPORT	View image in PDF format
02/13/2024 -- ANNUAL REPORT	View image in PDF format
02/24/2023 -- ANNUAL REPORT	View image in PDF format
02/04/2022 -- ANNUAL REPORT	View image in PDF format
02/22/2021 -- ANNUAL REPORT	View image in PDF format
03/16/2020 -- ANNUAL REPORT	View image in PDF format
04/01/2019 -- ANNUAL REPORT	View image in PDF format
01/17/2018 -- ANNUAL REPORT	View image in PDF format
04/05/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
02/24/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
02/08/2013 -- ANNUAL REPORT	View image in PDF format
01/13/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
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02/08/2001 -- ANNUAL REPORT	View image in PDF format
02/04/2000 -- ANNUAL REPORT	View image in PDF format
01/22/1999 -- ANNUAL REPORT	View image in PDF format
01/29/1998 -- ANNUAL REPORT	View image in PDF format
04/15/1997 -- ANNUAL REPORT	View image in PDF format
04/02/1996 -- ANNUAL REPORT	View image in PDF format
04/10/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Agenda Item G.3. 9/2/2025

SUBJECT

Approve Land Purchase Agreement between Rosaleda Enterprises, Inc. and Polk County for the purchase of property in conjunction with the Courthouse Electrical Upgrade Project. ($1,812,222, one-time expense)

DESCRIPTION

The County has plans to make upgrades to the electrical system for the courthouse due to issues associated with the existing and aging system which have caused outages that disrupt court functions. The plans include the installation of a new high voltage switchgear to alleviate outages due to equipment failure along with a new generator that will have the capability of powering the entire courthouse during power outages caused by other factors. New transformers will be installed adjacent to the north of the judicial parking garage/maintenance building; however, the proposed generator is large and requires a significant amount of space to install, operate and buffer from existing County operations/facilities. Space and property is very limited in the area immediately surrounding the courthouse/maintenance building and there are no open areas, County owned or otherwise, in which to install the generator. A review of the surrounding area has determined that the property, containing approximately one-half of an acre, located immediately to the south of the judicial parking garage/maintenance building would make an ideal location for the generator due to its proximity to the proposed switchgear and electrical system while being relatively isolated from the courthouse itself. The property would also be utilized for the relocation of the cooling tower in the future and additional staff parking in addition to the planned generator. The subject property is approximately one-half acre in size and contains a concrete block building measuring approximately 7,200 square feet which is utilized as a medical office. The existing structure would be removed in order to utilize the site for the planned improvements.

County staff contacted the owner of the property, Rosaleda Enterprises, Inc., to inquire if it had any interest in selling the property. The owner stated that it would consider a sale of the property and the County hired an independent appraiser to establish a value for the property. Negotiations with the owner have resulted in a proposed price of $1,802,222 for the purchase of the property and the owner has executed an Agreement for the sale of the property. The agreement contains a provision that will require the parties to enter into an escrow agreement with the title agent as to the disbursement of the owner's funds.

The County Attorney's Office and the Real Estate Services Director have reviewed the Agreement and recommend approval. Approving the Agreement, authorizing the issuance of funds for the purchase and associated closing costs, and hiring American Government Services Corporation to close the transaction will allow the County to take ownership of the property for the improvements.

RECOMMENDATION

Request Board approve the above-mentioned Agreement and authorize the issuance of funds in the

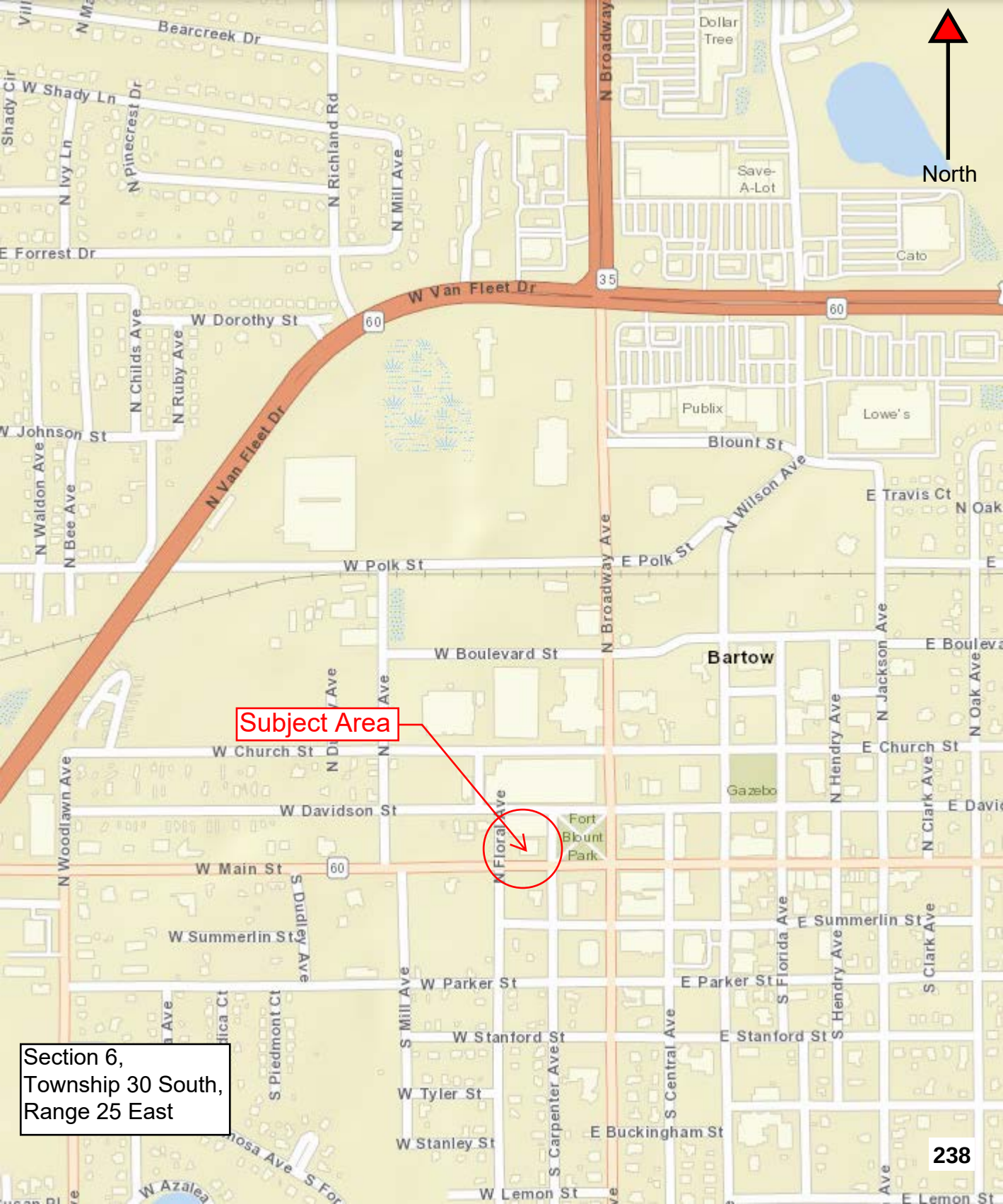
amount of $1,802,222 for the purchase. Also request Board approve hiring American Government Services Corporation to close the transaction and approve paying estimated closing costs in the amount of $10,000 for a total amount of $1,812,222. Also request Board authorize the Real Estate Services Director to sign the documents, including the above-mentioned escrow agreement, on behalf of the County at the closing.

FISCAL IMPACT

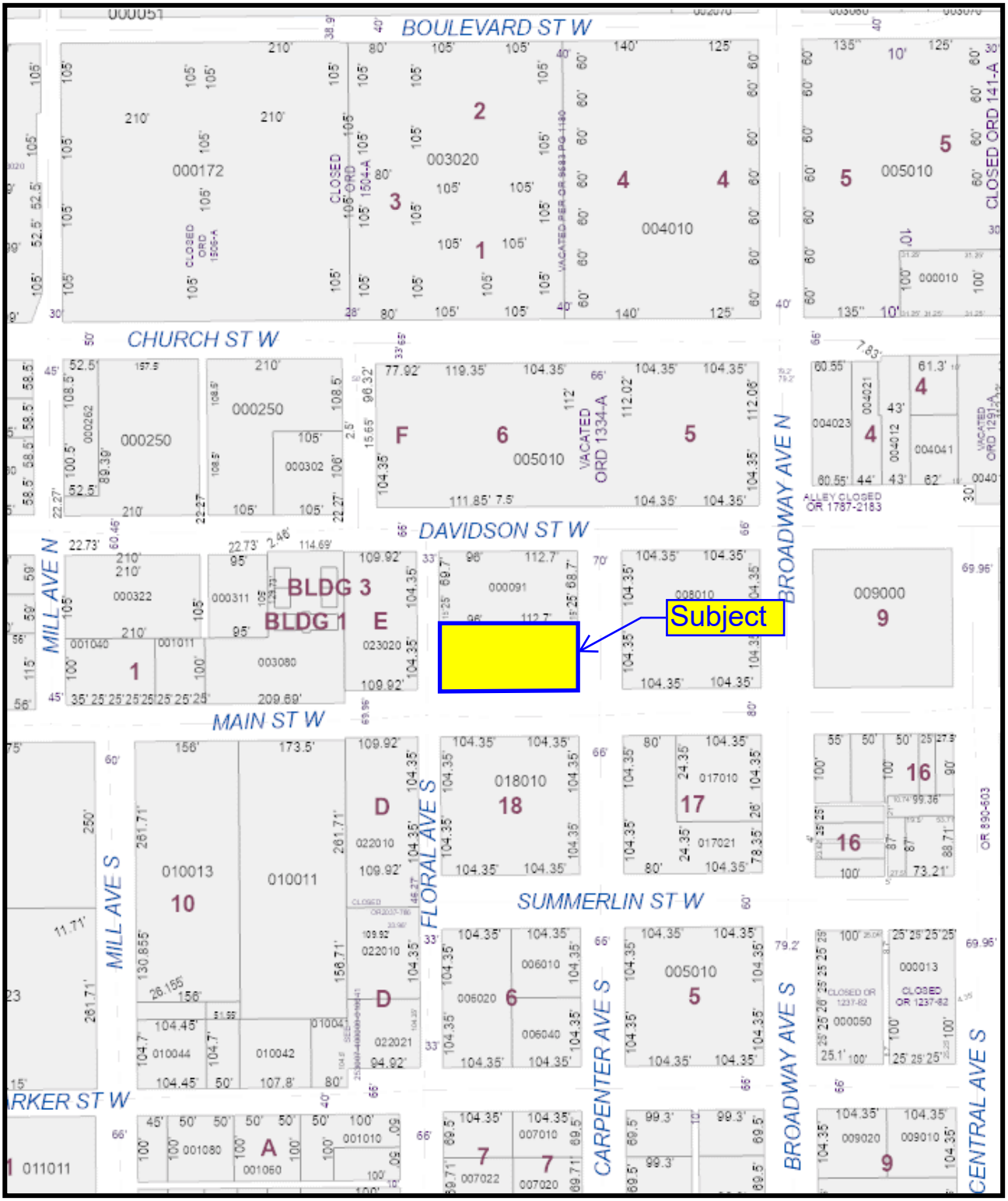
Upon approval of the FY 25/26 budget and effective October 1,2025, funds will be available for the purchase of the parcel along with applicable closing costs in the total amount of $1,812,222 in the General Capital Improvement Fund.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Subject Area
Section 6,
Township 30 South,
Range 25 East
Bearcreek Dr
W Shady Ln
N Ivy Ln
N Pinecrest Dr
N Richland Rd
N Mill Ave
N Broadway
Dollar Tree
Save-A-Lot
Cato
E Forrest Dr
W Van Fleet Dr
35
60
W Dorothy St
N Childs Ave
N Ruby Ave
N Van Fleet Dr
W Johnson St
N Waldon Ave
N Bee Ave
Publix
Lowe's
Blount St
N Wilson Ave
E Travis Ct
N Oak
W Polk St
E Polk St
N Broadway Ave
W Boulevard St
Bartow
N Jackson Ave
E Boulevard
N Oak Ave
W Church St
E Church St
N Hendry Ave
N Clark Ave
Gazebo
N Woodlawn Ave
W Davidson St
N Floral Ave
Fort Blount Park
W Main St
S Dudley Ave
W Summerlin St
E Summerlin St
S Florida Ave
S Clark Ave
W Parker St
E Parker St
S Mill Ave
S Piedmont Ct
S Hendry Ave
W Stanford St
E Stanford St
S Central Ave
S Carpenter Ave
W Tyler St
W Stanley St
E Buckingham St
W Azalea
W Lemon St
E Lemon St
238

SECTION 06, TOWNSHIP 30 SOUTH, RANGE 25 EAST



SECTION 6, TOWNSHIP 30 SOUTH, RANGE 25 EAST



Board of County Commissioners

Parcel ID No.: 253006-394030-000010

AGREEMENT

STATE OF FLORIDA
COUNTY OF POLK

THIS AGREEMENT made and entered into this 15TH day of August, 2025, by and between **ROSALEDA ENTERPRISES, INC.,** a Florida corporation, whose address is 222 West Main Street, Suite B, Bartow, Florida 33830, (the "Owner"), and **POLK COUNTY,** a political subdivision of the state of Florida, whose mailing address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, (the "County").

WITNESSETH

WHEREAS, the Owner agrees to sell to County and County agrees to purchase from Owner the lands located in Polk County, Florida, as described on the attached Exhibit "A", being identified as Parcel ID Number 253006-394030-000010, together with all improvements, easements, and appurtenances (collectively, the "Property").

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 the County, for the sum of $1,802,222 (One Million Eight Hundred Two Thousand Two Hundred Twenty-Two and 00/100 Dollars).

(b) The County payment of $1,802,222, together with applicable closing costs, shall be made to the Title Agency described in Section (d) herein for disbursement. Owner and County agree that the net proceeds from the closing will be held in escrow after closing and disbursed by the Title Agency to the Owner on January 7, 2026 ("Disbursement Date"). Owner and County agree to enter into an escrow agreement directing the Title Agency to hold the net proceeds in escrow until the Disbursement Date.

(c) Owner shall be responsible for the payment of any and all, current and/or past due real property taxes, or prorations thereof, prorated to the date of closing, and assessments due on the date of closing, and any payment due will be deducted at closing from the Owner's proceeds. Owner shall also be responsible for the payment of any Mortgages, monetary Judgments and/or Liens, if any, which attach to the Property and any payment(s) due will be deducted at closing from the Owner's proceeds.

(d) Transaction will be closed by American Government Services Corporation (the "Title Agency"). The County agrees to pay all closing costs associated with the transaction with the exception of the documentary stamp on the deed, the real property taxes / assessments and Judgments/Liens as described in Section (c), and real estate commissions or fees, if any, incurred as a result of the Owner. Such closing costs paid by the County include the closing fee, title search fee, title insurance premium, and ancillary recordable documents, if any.

(e) County agrees to construct, as part of its planned improvements on the Property, a decorative concrete wall with a minimum height of 8-feet on the street facing sides of the Property (west, south, and east sides).

(f) The County agrees to grant extended occupancy of the Property to the Owner through no later than April 1, 2026 and the Owner agrees to execute an Extended Occupancy and Hold Harmless Agreements for said extended occupancy. Any improvements or personal property not removed upon vacation of the premises or expiration of extended occupancy of the Property shall be considered abandoned by the Owner and the County may use or dispose of the items as it wishes.

(g) The Owner acknowledges that there are multiple tenants that occupy the Property on a month-to-month basis or under a current valid lease which is scheduled to expire within sixty (60) of this Agreement.

(h) County agrees to grant extended occupancy to any existing tenant that desires to continue use of the Property after Closing for no more than three (3) months from the date of Closing. Any tenant(s) which elects to occupy the Property after Closing shall enter into an Extended Occupancy and Hold Harmless Agreement with the County, at or prior to Closing, for said occupancy. Any improvements or personal property not removed upon vacation of the Property, or expiration of the Extended Occupancy Agreement(s), shall be considered abandoned by the Owner/Occupant(s)/Tenant(s), and the County may use or dispose of the items as it wishes.

(i) Owner agrees to serve proper termination notice to said tenants, in accordance with Florida Statutes, and provide satisfactory evidence of said notice to the County. Owner further agrees and acknowledges that the Closing shall not occur until all tenants have entered into an Extended Occupancy and Hold Harmless Agreement with the County or have vacated the premises.

(j) The Closing shall occur after October 1, 2025 but no later than November 1, 2025 or this Agreement shall become null and void, unless further extended in writing by all parties herein.

(k) 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, including business damage claims arising from this acquisition and no other monies including fees and/or cost 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, and on the date shown above.

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

By:_____
R. Wade Allen, Director
Real Estate Services
Its Agent

OWNER:
ROSALEDA ENTERPRISES, INC.,
a Florida corporation

By:_____
Rafael J. Nobo, Director

Approved by the Board:

Date:_____

Exhibit "A"

Lots 1 through 8 and the South 10-feet of Lot 9 and the South 10-feet of Lot 11, REIDS SUBDIVISION OF BLOCK 7 OF ORIGINAL TOWN OF BARTOW, according to the map or plat thereof as recorded in Plat Book 1, at Page 11, Public Records of Polk County, Florida.

The above being the same property described in that certain Warranty Deed recorded in O.R. Book 3336, at Page 1504, Public Records of Polk County, Florida.

Agenda Item G.4. 9/2/2025

SUBJECT

Approve Consultant Services Agreement (CSA) No. 2022-062-04 with Dewberry Engineers Inc. to provide professional engineering services for Lake Marion Boat Ramp. ($496,930.66 one-time expense)

DESCRIPTION

Lake Marion covers over 3,000 acres in the Kissimmee River watershed, Northwest of Lake Hatchineha. Although the lake currently has public boat launching access located on the south-west side of the lake, parking and maneuverability are limited. Additionally, the current launching facility is located off a 90-degree corner along Jim Edwards Road, making it difficult to safely back into the facility due to passing traffic.

The purchase of the Bellini Preserve on the northeast side of the lake affords the opportunity to construct a larger boat launching facility with ample parking, better maneuverability, and safer year-round access. This boating facility is compatible with the intended purpose for the County to acquire the property.

This agreement will provide permits, construction plans and specifications for a boat ramp, dock, access road and parking facilities for boat launching. Following completion of the design elements, staff will pursue a grant from the Florida Boating Improvement Program (FBIP) for construction funding.

RECOMMENDATION

Request Board approve CSA No.2022-064-04 with Dewberry Engineers Inc. to provide professional engineering services for Lake Marion Boat Ramp

FISCAL IMPACT

Funds are available in the Parks and Natural Resources CIP within the East Park Impact Fee District Fund and Lake and River Enhancement Trust Fund.

CONTACT INFORMATION

Michael Callender, Parks and Recreation Manager
Parks and Natural Resources Division
(863) 534-4340

mikecallender@polk-county.net

Gaye Sharpe, Director
Parks & Natural Resources Division
(863) 534-7377
gayesharpe@polk-county.net

Consultant Services Authorization

Firm	Dewberry Engineers Inc.
Master Agreement No.	2022-062
CSA No.	2022-062-04
Project Name	Lake Marion Boat Ramp
Project Description	Survey, Testing, Design, Permitting, & Engineering Services
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)	To Project Completion
Compensation	Lump Sum: $ 496,930.66
Special Contract Conditions	None
Insurance Requirements	Professional Liability
Liquidated Damages	$ N/A Per Day
Budget Source/Availability	12264.350572079.5662030.3500027

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 Nolan 8/8/2025
County Attorney's Office Date

Attest:

Colleen M. Collins
Corporate Secretary Colleen M. Collins

SEAL

Date: July 21, 2025

Dewberry Engineers Inc
CONSULTANT COMPANY NAME

Robert R. Beltran VP
Authorized Corporate Officer

Robert R. Beltran, VP, PE
[Printed Name and Title]

Date: July 21, 2025

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

Scope of Work for Professional Engineering Services for Master Planning and Design

Company Name and Address: Dewberry Engineers, Inc., 1479 Town Center Drive, Suite D214, Lakeland, FL 33803

Date: March 2025

Project Name: Polk County Parks & Natural Resources Lake Marion / Bellini Preserve Boat Ramp

PURPOSE:

Polk County Parks and Natural Resources Division (PNR) is seeking design, permitting, and geotechnical testing services for the first phase of development for public facilities on the recently acquired property on the east shore of Lake Marion. The main purpose for the acquisition of the 600+ acre property is to protect water quality in the Upper Kissimmee Watershed along with protecting imperiled upland habitats with federally and state listed species.

PROJECT DESCRIPTION:

Scope tasks include boat ramp, parking lot, restrooms and picnic facility, turn lane improvements along Lake Marion Creek Drive, drainage and stormwater treatment, permitting, and support services of structural and geotech included.

Phase 100: Project Management & Meetings & Stakeholder Coordination:

Kick Off Meeting

In this virtual Kick-off meeting of one (1) hour, Dewberry will coordinate data gathering efforts, content, and responsibilities, share project understandings, confirm schedule, and discuss items of concern/updates.

Deliverables: Meeting Agenda, Meeting Minutes, Update Project Schedule

Monthly Project Meetings

Virtual monthly progress meetings will provide a status update on tasks, identify and deliverables at risk to meeting schedule, review action items and track schedule. This meeting time will also be utilized to solicit Polk County and its partner's input.

Deliverables: Meeting Agenda, Meeting Minutes, Update Project Schedule

Project Management

This task consists of overall management of the project including contract administration, budget management, invoicing, monthly status reports, project scheduling, and coordination.

Phase 200: Data Collection:

This phase includes geotechnical assessment, topographic survey(s), structural engineering, site data collection and review based on conceptual project layout. This task also includes review of Environmental Resource Permit databases and other available data to facilitate the design. Wetland delineation, gopher tortoise and other species surveys, and other environmental investigations necessary are included and will be provided by another consultant to the County. Please see attached scope and fee.

Phase 300: Civil Engineering Design & Permitting:

Engineering design and permitting plans are to include paved entrance driveway from Lake Marion Creek Drive to the boat launching facility, fencing, utilities, stormwater treatment and restrooms and associated water/wastewater utilities, and picnic areas. Boat launch area with a maximum of ten paved parking spaces for vehicles with trailers and pervious improved overflow parking area, paved boat ramp approach, stormwater treatment, fencing, and floating dock for boat mooring. The design includes the use of the Tedder Ramp System for the launching surface. The expected traffic loading with trucks hauling boats will necessitate turn lane improvements along Lake Marion Creek Drive. Those improvements are included with this design.

H& H Modeling

Provide modeling support to inform design and permitting of the stormwater management system and potential floodplain compensation for the proposed development. Dewberry shall support the design and permitting of the on-site stormwater management system according to the South Florida Water Management District (SFWMD) Statewide Environmental Resource Permit (SWERP) and Polk County Land Development criteria. Dewberry will provide design guidance, plan mark-ups, and a Stormwater Calculations Report signed and sealed by a Professional Engineer licensed in the State of Florida. The Stormwater Calculations Report will be based on the final design that Dewberry will submit to SFWMD for necessary permits.

Deliverables: Civil Engineering Plans & Permitting Applications

Conceptual Design

30% Design Plans

- 30% Review materials shall include: major equipment and materials information, preliminary schedule, design criteria, plans, layout, stormwater treatment concepts, planting plans, outline of minimal specifications, design parameters, preliminary sizing, geotechnical report, survey.

75% Design Plans

- Updated 30% information with incorporated 30% review comments, cross discipline coordination, flows and all equipment, index of specifications, planting and landscaping plans, fencing, erosion control plans, SWPPP, details.
- Engineer's opinion of probable construction costs.
- For specifications, it is assumed that the 75% design level will have a table of contents for the intended specifications, with the COUNTY, and the full specifications will be provided at the 100% design level.
- Agenda for the 75% review meetings that shall include project monitoring and control update, project schedule update, project update, design-related issues, open items and questions, unresolved items, action items, and potential risks to the Project.

- Cross discipline coordinate,
- Divisions 0 & 1 bid specifications draft.

100% Design

- Engineer's opinion of probable construction costs
- Agenda for the 100% review meetings that shall include project monitoring and control update, project schedule update, project update, design-related issues, open items and questions, unresolved items, action items, and potential risks to the construction of project.
- 100% Review materials shall include: updated 75% materials, incorporated 75% review comments.

PROJECT DURATION

The estimated duration of this project is 12 months.

CONSULTANT will proceed with the services identified in this AGREEMENT immediately upon receipt of an executed copy of this AGREEMENT and a formal Notice-to-Proceed (NTP) from the COUNTY. An updated electronic version of the Project schedule in Microsoft Project will be provided to the COUNTY within 10 working days from the issuance of the NTP.

COMPENSATION:

Compensation for the services described below shall be performed on a lump sum basis per task, not exceeding the amount of $496,930.66, which includes a 10% contingency, shown in Exhibit A. The COUNTY has requested a contingency line item be included. This is intended to cover additional services for the Project to be performed by the Consultant and their team of subconsultants. These services will only be rendered upon written consent from the Project Manager.

Project Management & Meetings

- Kick-off Meeting with Meeting Minutes
- Monthly progress meeting notes
- Two Public Meetings

Data Collection

- Geotechnical Assessment Report
- Structural Engineering
- Survey & SUE
- Environmental Permitting

Civil Engineering & Permitting

- Concept Plan
- 30% Design Plans
- 75% Design Plans / Cost Estimates/ Technical Specifications
- Final Design Plans / Quantities, Cost Estimates, Technical Specifications
- Polk County Land Development Pre-Application Meeting Report
- Polk County Land Development Approval Letter (includes public hearings if needed)
- FDEP Permit Application
- ERP Permit Application
- USACE Permit Application

- State of Florida Sovereignty Submerged Lands Easement Application
- Coastal Zone Management Act (CZMA) Exemption

COMMUNICATION

Dewberry will maintain regularly scheduled communication with PNR. Barring any unforeseen and unlikely eventualities, Amy Tracy serves as Project Manager and primary point of contact.

ASSUMPTIONS & EXCLUSIONS

The following services are not included in the scope of services but may be added to the scope/fee as Additional Services, if needed. Additional services will be provided based on a revised lump sum proposal based on our hourly fee schedule at the Standard Hourly Billing Rates included in master contract.

- Traffic Engineering Services.
- Irrigation design.
- Design of site retaining walls exceeding 4-feet in height.
- Underground detention and pervious pavement design.
- Gas, power, telephone, etc. services.
- Underground tanks of any kind, e.g., fuel, etc.
- Off-site utility, roadway or drainage improvements other than those specifically outlined in this proposal.

- COUNTY will furnish consultant with readily available reports, studies, and data pertinent to CONSULTANT's services.
- COUNTY will provide one representative to coordinate, schedule, and receive comments and information related to Project.
- CONSULTANT made assumption the COUNTY will return all comments and any deliverable reviews within 7 calendar days to meet expedited schedule.
- COUNTY will pay all SFWMD and FDEP application fees.
- COUNTY will pay all mitigation costs, should the unexpected happen and wetland mitigation be required.

DOCUMENTS PROVIDED TO DEWBERRY

- Dewberry will require the following from Others:
  - Existing benchmark information
  - Design information and specifications for Tedder Boat Ramp System and floating dock
  - Property Special Warranty Deed
  - County outfalls and hydrologic flows
  - Boundary Survey
  - Phase I Environmental Site Assessment

Exhibit 1: Budget

Dewberry

Polk County Natural Resources
Lake Marion
Dewberry Staff

Phase/Task	Task Description	Professional IX $ 268.61	Prof II $ 89.78	Professional VIII $ 234.41	Engineer III $ 117.14	Prof II $ 87.69	Prof V $ 194.80	Inspector I $ 76.95	Total Hours By Task	Total Dewberry	Restrooms & Picnic Facilities	Environmental	Survey	Geotech	Total Subs	Dewberry & Subs	Direct Costs	Grand Total
Phase 100	***Project Management & Coordination***	**28**	**99**	**16**	**3**	**47**	**0**	**0**	**193**	**$ 24,632.52**	$ -			$ -	$ -	**$ 24,632.52**	$ -	**$ 24,632.52**
Task 101	Project Management	4	35			32			71	$ 7,022.80					$ -	$ 7,022.80	$ -	$ 7,022.80
Task 102	Kick Off Meeting	8	32	2	3	15			60	$ 7,157.35					$ -	$ 7,157.35	$ -	$ 7,157.35
Task 103	Monthly Project Meetings	16	32	14	0				62	$ 10,452.38					$ -	$ 10,452.38	$ -	$ 10,452.38
Phase 200	***Data Collection***	4	4	12	12	0	12	0	44	$ 7,989.69	$ 25,000.00	$ 112,933.00	$ 70,000.00	$ 17,933.00	$ 225,866.00	$ 233,855.69	$ -	$ 233,855.69
Task 201	Site Visit		0	4	4				8	$ 1,406.19	$ -	$ 112,933.00	$ 70,000.00	$ -	$ 182,933.00	$ 184,339.19	$ -	$ 184,339.19
Task 202	Data Collection	4	4	8	8		12		36	$ 6,583.50	$ 25,000.00			$ 17,933.00	$ 42,933.00	$ 49,516.50	$ -	$ 49,516.50
Phase 300	***Civil Engineering Design (Conceptual, 30, 75, 100) & Permitting***	**28**	**28**	**335**	**302**	**0**	**350**	**0**	**1043**	**$ 192,116.93**	$ -			$ -	$ -	**$ 192,116.93**	**$ 1,150.00**	**$ 193,266.93**
Task 301	Restrooms & Utility Improvements	3	8	111	80		90	0	292	$ 54,446.40				$ -	$ -	$ 54,446.40		$ 54,446.40
Task 302	Offsite Utility Improvements/ Turn lane Improvements/ SW	4	12	80	90		152	0	338	$ 61,056.12					$ -	$ 61,056.12		$ 61,056.12
Task 303	Boat launch- 10 parking spaces & overflow, SW treatment, fencing, & Flo	4	8	80	110		88	0	290	$ 50,572.68					$ -	$ 50,572.68	$ 1,000.00	$ 51,572.68
Task 304	County Land Development Review	4		12	4		0	0	20	$ 4,355.94	$ -			$ -	$ -	$ 4,355.94	$ 150.00	$ 4,505.94
Task 305	Utility Coordination	3		12	4		8	0	27	$ 5,645.71					$ -	$ 5,645.71		$ 5,645.71
Task 306	ERP, CZMA, & Submerged lands	10		40	14		12	0	76	$ 16,040.09	$ -			$ -	$ -	$ 16,040.09	$ -	$ 16,040.09
	Subtotal	**60**	**131**	**363**	**317**	**47**	**362**	**0**	**1280**	**$ 224,739.14**	**$ 25,000.00**	**$ 112,933.00**	**$ 70,000.00**	**$ 17,933.00**	**# $ 225,866.00**	**$ 450,605.14**	**$ 1,150.00**	**$ 451,755.14**
	Contingency 10%																	**$ 45,175.51**
	Grand Total																	**$ 496,930.66**

Exhibit 2: Subcontractors

TIERRA

March 7, 2025

Dewberry
4651 Salisbury Road, Suite 400
Jacksonville, FL 32256-6187

Attn: Ms. Kaylene Wheeler
Senior Project Manager

Cc: Ms. Amy Tracy
Associate, Market Segment Leader

RE: Geotechnical Proposal
Lake Marion
Polk County, Florida
Tierra Proposal No.: 65-25-166

Ms. Tracy:

Tierra, Inc. appreciates the opportunity to submit this proposal to provide Geotechnical services for the referenced project.

Project Information

The project includes the design and construction of an access road, parking area, pavilion structures, pond, a boat ramp, and turn/acceleration lanes on the east side of Lake Marion in Polk County, Florida. The following sections outline the anticipated geotechnical scope of services.

Geotechnical Design Scope of Services

Based on our understanding of the project, the following scope of services is anticipated:

1. Conduct a visual reconnaissance of the project site, locate and stake boring locations and coordinate utility clearance via Sunshine State One Call.

2. Execute a program of subsurface exploration consisting of subsurface sampling and field-testing. The following subsurface field exploration is proposed as requested:

    - Perform 10 Hand Auger borings to depths ranging from 4 to 7 feet or to a depth at which the borehole collapses due to groundwater intrusion, whichever is shallower.

    - Perform 2 Standard Penetration Test (SPT) borings to a depth 30 feet in the vicinity of each of the proposed pavilion structures.

    - Perform 1 SPT Boring to a depth of 30 feet in the vicinity of the proposed boat ramp.

The SPT borings will be performed in accordance with the American Society for Testing and Materials (ASTM) test designation D-1586. SPT resistance N-values will be taken continuously to a depth of 10 feet and on intervals of 5 feet thereafter to the boring termination depths.

3. Perform on the order of 10 hand probes to competent bearing soils in the vicinity of the proposed boat ramp.

4. Visually classify and stratify the soil samples in the laboratory using the Unified Soil Classification System (USCS) as prescribed in ASTM Designations D2487 and D2488.

5. Identify the general location and provide a general description of potentially deleterious materials or conditions discovered in the borings including existing fills or surficial organics that may impact the proposed project.

6. Conduct laboratory testing on select soil samples to confirm the visual classification and estimate engineering properties. Testing may include the following:
   - Fines content (material finer than the 200 sieve)
   - Atterberg Limits Tests
   - Organic Content Tests
   - Natural Moisture Content Tests

7. Generate a boring location plan and soil profiles.

8. Develop general construction considerations and recommendations for placement and compaction of fill.

9. Provide general pavement recommendations for the parking area. The scope herein does not include final pavement design. The final pavement design will need to be completed by others.

10. Evaluate the feasibility of utilizing the in-situ soils for support of the proposed pavilion structures using shallow foundations. Provide foundation recommendations for the pavilion structures including allowable bearing pressures, foundation sizes, foundation levels and soil subgrade recommendations.

11. Prepare a geotechnical soil data report that summarizes the course of study pursued, the field data and laboratory data generated, subsurface conditions encountered and our geotechnical recommendations for the proposed roads, pavilion structures, parking areas, pond, and boat ramp.

Exclusions

The geotechnical design services do not include the following:

- Survey of geotechnical boring locations.
- Design of de-watering systems, drainage systems, pond design or draw-down analyses.
- Groundwater monitoring.
- Corrosion protection recommendations.
- Contamination-testing services.
- Additional geotechnical testing may be required. Some contingency fund is recommended in the event unfavorable conditions are encountered during the proposed geotechnical investigation that impact final design plans.

Please refer to **Attachment A** for an itemized breakdown of the unit fees and our total estimated not to exceed fee to perform the **Geotechnical Design Services**.

Service Fee

We propose a Not-To-Exceed fee of **$17,932.16** as outlined in the attached **Standard Fee Schedule Sheet**. We appreciate the opportunity to offer our services and look forward to working with you on this project. Should you have any questions in regard to this proposal, please do not hesitate to contact our office.

Respectfully Submitted,

TIERRA, INC.

Kevin L. Hill, E.I.
Engineer Intern

Joseph R. Antinori, P.E.
Geotechnical Engineer

Attachments:
Attachment A: Geotechnical Design Services Fee Schedule

Attachment A
Geotechnical Design Services
Fee Schedule

Item Description	Unit	Unit Price	Quantity	Total
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 11.20	70	$ 784.00
418-Geo Drill Crew Support Vehicle	Day	$ 270.00	2	$ 540.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 335.00	2	$ 670.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 8.50	30	$ 255.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 6.25	60	$ 375.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 22.00	30	$ 660.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 15.50	60	$ 930.00
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 14.50	20	$ 290.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 10.30	20	$ 206.00
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,250.00	1	$ 3,250.00
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 510.00	2	$ 1,020.00
618-Geo Mobilization Support Boat	Each	$ 500.00	2	$ 1,000.00
811-Soils Liquid Limit (AASHTO T 89)	Test	$ 60.00	4	$ 240.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 45.00	8	$ 360.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 15.50	4	$ 62.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	$ 70.00	4	$ 280.00
Engineering and Technical Support Services				
Engineering Intern	Hour	$ 106.29	24	$ 2,550.96
Engineering Technician	Hour	$ 82.07	16	$ 1,313.12
Senior Designer	Hour	$ 125.92	6	$ 755.52
Senior Engineer 1	Hour	$ 195.29	8	$ 1,562.32
Sr Engineering Technician	Hour	$ 103.53	8	$ 828.24
	Total Estimated Fee			**$ 17,932.16**

DRMP

8001 Belfort Parkway, Suite 200, Jacksonville, Florida 32256
Phone: 904.641.0123 | Fax: 904.641.8858
1.833.811.3767 | www.DRMP.com

March 10, 2025

SENT VIA E-MAIL

Jeffrey D. PeQueen, PE
Senior Project Engineer
Dewberry
Water Market Segment
1479 Town Center Drive, Suite D214
Lakeland, FL 33803-7974
D 863.732.6799 **C** 813.613.4304

Sent Via Email to: jpequeen@Dewberry.com

Subject: Professional Surveying and Subsurface Utility Engineering Services for Lake Marion Boat Ramp and Park, Polk County, Florida

Dear Mr. PeQueen,

DRMP, Inc. (DRMP) is pleased to submit the following proposal for Professional Surveying Services on the above subject project based on the emails and conversations.

Topographic Survey

1. General Requirements:
   a) Intent: It is the intent of this Task is to acquire a complete and accurate topographic survey in both hard-copy and electronic format (AutoCAD and pdf) for the referenced project.
   b) Responsibility: A Florida Professional Survey and Mapper (PSM), experienced in doing topographic surveys, shall be directly responsible for the proper execution of the surveying work to be performed.
   c) Point of Contact: During the course of the contract, the SURVEYOR shall seek clarification and technical guidance from and follow such instructions as may be issued by you.
   d) Survey Limits: The Survey Limits shall be, at a minimum, that which is shown in the attachment.
   e) Units: The survey shall be an U.S. Survey Feet.
   f) Coordinate System: The survey shall be referenced to NAD83(2011) Florida State Plane Coordinate System, Florida West Zone. Horizontal coordinates shall use the current State Plane Coordinate System. Vertical coordinates shall be based on the North American Vertical Datum of 1988 (NAVD 88). The reference datum and coordinate system used will be clearly identified.
   g) Horizontal Control: Horizontal control will be Third Order, Class II accuracy or higher. Horizontal control points will be established and shown on the survey with Northing, Easting, and Descriptions. A minimum of 6 temporary control points will be provided.

h) Vertical Control: A minimum of 6 temporary benchmarks (e.g. PK Nail in pavement) shall be established. Level runs for the determination of benchmark elevations shall have Third Order vertical control accuracy. Temporary benchmark (TBM) elevations will be tied to the National Geodetic Control Network utilizing Multiple GNSS Static Observations. (see item p below). The maximum allowable error of closure for English unit surveys is 0.05-feet multiplied by the square root of the length of the level run in miles. Locations for control points will be selected that are favorable to their future preservation by selecting clearly defined, stable locations outside of the anticipated construction limits for the project. TBMs shall be in sufficient number to provide the ability to backsight a TBM to establish control.

i) Horizontal Feature Location Accuracy: The horizontal tolerance for feature location shall be in accordance with standard practice.

j) Vertical Feature Location Accuracy: The vertical tolerance for feature location shall be 0.01-feet for pavements, structures, pipe inverts, and other man made features and 0.10-feet for ground shots.

k) Contour Interval: The contour interval shall be 0.50-feet. Contours shall be shown as light dashed lines for minor/intermediate contours and bold dashed lines for the primary contours. Counters shall be labeled to indicate their declared elevation.

l) Survey Grid and Points: Grid density and points of collections are dependent upon the area being surveyed. At a minimum, the following density and points are required to be obtained by the SURVEYOR:

1) Grassed Areas – Maximum grid 50-feet by 50 feet. Collect spot elevations on hill tops, along ridge lines, in saddles, and at low point depressions to depict the site topography accurately.

2) Roadways – Collect cross sections at a maximum 50-foot interval. Collect spots at edge of pavement, roadway centerline, curb and gutter, sidewalk, and approximately 15 feet behind the sidewalk. For roadways with multiple lanes in one direction, collect additional points at edge of lane. Curbing points shall be collected at the flowline (gutter) and back of curb or face of curb. Point description shall clearly indicate which point on the curb was collected.

3) Open Paved Areas (i.e., parking lots, airfield aprons) - Maximum grid 50 feet by 50 feet. Collect pavement repairs made of a differing material (e.g., a concrete patch made in an asphalt parking lot). Curbing points shall be collected at the flowline (gutter) and back of curb or face of curb. Point description shall clearly indicate which point on the curb was collected.

m) The Survey Crew will collect the Utility Designation as performed by DRMP's SUE Crew.

n) Topographic Detail Requirements:

1) Utilities: Identify and locate all aboveground and underground utilities, including, but not limited to the following:

i. Sanitary and Storm Sewer Systems: In addition to locating all system features, provide the sizes and invert elevations of all lines and the type of material for all lines, manholes, and drainage structures. This information shall be obtained by visual examination of the systems and from review of utility drawings. Provide the rim and invert elevations for all manholes and drainage structures as well as the invert elevations for all lines connecting to these structures. Provide the locations and

elevations of both the upper and lower inverts of all lines crossing the Survey Limits, regardless of whether the connecting manhole or drainage structure is located outside of the Survey Limits. If an elevation difference exists adjacent to existing Sanitary or Storm structures, provide adjacent existing grade elevations. For manhole lids and inlet grates that are either welded or bolted in-place, coordinate with the installation point of contact for access. Surveys received by the Government with incomplete manhole and/or inlet data due to the inability to gain access will not be considered acceptable.

ii. Water Supply and Distribution Systems: In addition to locating all system features, provide the size and type of all lines, if discernible from field investigation or from a review of existing utility drawings.

iii. Electrical and Communication Systems (including primary circuits, secondary circuits, site lighting circuits, telephone, data, security, and cable TV): In addition to locating all system features, record the type, size and quantity of conductors or fiber optic strands, if discernible from field investigation or from a review of existing utility drawings. Record pole material, height, and class. Show the general configuration of overhead utilities. Record size and material for vaults, manholes, and handholes. In vaults, manholes, and handholes, record the conduit type, size, and quantity. Record and digitally photograph the nameplate/faceplate data for pad-mounted equipment (coordinate with Installation/Utility personnel to open enclosures). Provide digital photos of utility poles, utility pole markings, transformers, switches, pad-mounted equipment, telephone pedestals, cable TV pedestals, and other aboveground features related to these systems. If an elevation difference exists adjacent to existing Electrical or Communications structures, provide adjacent existing grade elevations.

iv. Steam, Fuel, and Natural Gas Supply Systems: In addition to locating all system features, provide the size and type of all lines, if discernable from field investigation or from review of existing utility drawings. Provide digital photos of regulators and other aboveground features related to these systems.

2) Pavement: Identify and locate all pavement types (including aggregate parking areas and sidewalks), pavement markings, concrete pavement joint locations, curbs, gutters, wheel stops, and any other related items.

3) Foundations: Identify the dimensions, including thickness, of all foundations, if discernible from field investigation or from a review of existing drawings.

4) Posts: Identify and locate all guard posts, timber posts, steel posts, fences, signs, and any other related items.

5) Buildings: Identify and locate all buildings and trailers within or along the Survey Limits.

6) Ditches: Identify and locate all ditches and other stormwater channels. Provide the water elevation in the ditch at the time of the survey, if applicable.

7) Trees and Wooded Areas: Identify and locate all deciduous trees by 8" (Diameter at Breast Height (DBH)) and up by size and species. Where the Survey Limits include a heavily-wooded area, the SURVEYOR shall locate the limits of the wooded area (tree line) Even in heavily-wooded areas, provide the specific location for all trees over 18-inches

8) Other: Identify and locate all other man-made structures and features. Provide digital photos of these items, as appropriate. Include building numbers on all structures/facilities.

o) Field Notes: Level work and other Field Notes and sketches not captured by an electronic data recorder are to be recorded in a standard Engineering Field Book of either the bound or loose-leaf type, in a manner conforming to good surveying practice.

p) Permanent Monuments: Provide 2 Permanent Monuments in accordance with the latest edition of the US Army Corp of Engineers Survey Markers and Monumentation document EM 1110-1-1002. Permanent Monuments shall be defined as monuments that are set in relatively stable material or in a structure for the purpose of preserving the location of either a horizontal control station, the elevation of a point above an adopted datum (bench mark), or the location and/or elevation of any point of special significance when its preservation is required permanently or for longer than (2) years. All monument types shown in the tables in this engineering manual are considered to be permanent. Coordinate data (x,y,z) for each monument shall be provided by on the ground field measurements and shall have Third Order vertical control accuracy and Third Order, Class II horizontal control accuracy, reported in a linear relationship for conventional survey procedure or positional accuracy relationship for GNSS survey procedure. The maximum allowable Relative Positional Precision is 2-cm (0.07-feet) plus 50-parts-per-million for horizontal measurement (based on the direct distance between the two corners being tested). It is recognized that in certain circumstances, the size or configuration of the surveyed property, or the relief, vegetation, or improvements on the surveyed property will result in survey measurements for which the maximum allowable Relative Positional Precision may be exceeded. If the maximum allowable Relative Positional Precision is exceeded, the surveyor shall note the reason.
The Permanent Monuments will be published on National Geodetic Survey's website OPUS Shared and will be available to all surveyors for all future projects at the site.

q) Digital Photos: The SURVEYOR shall take sufficient digital photos throughout the site to clearly define the general conditions at the time of the survey and to capture specific individual features, as indicated above. Photos shall be taken with a digital camera with an image resolution of at least 3.0 Megapixels and at the highest resolution and photo quality settings that the camera will permit. A date stamp on the digital photo is preferred, but not required. A symbol and legend shall be provided on the drawings indicating where each photo was taken and showing the general aiming direction. Photos will be submitted electronically; prints are not required.

r) The Survey Crew will Record and digitally photograph the nameplate/faceplate data for pad-mounted equipment (coordinate with Installation/Utility personnel to open enclosures). Provide digital photos of utility poles, utility pole markings, transformers, switches, pad-mounted equipment, telephone pedestals, cable TV pedestals, and other aboveground features related to these systems.

The survey will meet or exceed Professional Standards for Surveyors for the State of Florida.

Subsurface Utility Engineering (SUE)

DRMP will provide Subsurface Utility Engineering (Utility Designation), Level "B" for the above referenced site.

DRMP will designate the underground utilities within the project limits and perform GPR scans in an attempt to determine if there are any additional underground utilities within the project limits. Designation flags will contain detailed information on utilities such as type of facility, size, material, per available records. This information will be included in the information collected during the survey process. Efforts will be performed in accordance with Section 472.027, Florida Statutes Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. All work shall conform to ASCE/UESI/CI 38-22 utilizing Quality Level B.

Please note, Ground Penetrating Radar can be very effective in identifying subsurface disturbances, however there are limitations. The depth, range and clarity of the returned image are limited by the electrical conductivity of the ground. Optimal penetration is achieved in drier, sandier soils. Adversely, in wetter, clay laden soils with higher electrical conductivity, penetration is reduced, sometimes to only a few centimeters. Depending on the nature of the soil for the areas shown on the Exhibits, results may vary greatly throughout any given site. DRMP makes no guaranty of GPR investigation efficacy, details for each area and qualification of GPR signal will be described in project reports and deliverables.

DRMP will have existing underground utilities, such as electric power, telephone/data/security/cable TV systems (fiber and copper pathways), gas, water, sewer force mains, irrigation (4" or larger), and others, identified and marked by DRMP, Inc. Gravity sewer systems are not included in this scope as this data shall be collected as part of the Topographic effort. We do not assume any utilities will be marked by Polk County. All visible aboveground utility components shall be surveyed and correlated with existing utility records. The location of underground utilities that have no visible aboveground components shall be based upon a combination of visual findings in the field, utility locations provided by 3rd party utility locator service, and information obtained from existing utility records.

1) Additional requirements for SUE:

   i. SUE Quality Level B: Provide a full utility site investigation in accordance with ASCE/USEI/CI 38-22, to achieve Quality Level B within the boundaries of the Location referenced in Attachment 3. Perform surface geophysical methods (GPR) to locate utilities, mark findings in field, interpret data gathered and depict utility locations in topographic survey and plan drawings. Include approximate depths, as best interpreted from findings.

An estimate of 16,00 Linear Feet of utility lines will be designated. It is budgeted for one SUE Crew to designate 2,650 Linear Feet per line per day.

Deliverables

DRMP will provide an AutoCAD 2023 Drawing file (.DWG file) and or a Surveyor's Report or hard copies in accordance with any Space Force requirements.

Schedule

The survey can begin within 45 days of NTP. Proposed fee and schedule shown hereon is valid for up to 180 days.

Compensation Summary and Terms

The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein. Please note billing terms for direct expenses. All application/impact

and other fees will be paid directly to the appropriate agencies by the Client and are not included herein. This fee is based on no delays due to travel, weather, or other restrictions due to military needs. Any delays requiring additional deployment time will be billed at the current rates and based on 8 hour days.

Fees

The fee to complete the task is:

Surveying = $49,800

SUE Ql-B = $20,250

If Dewberry desires to change or expand upon these proposed services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to commencing the additional work, and may be necessary for any services which are not a part of this contract.

We sincerely appreciate this opportunity to provide professional services for this project. If you have any questions regarding this proposal, please contact our office.

Sincerely,
DRMP, Inc.

Randy L. Tompkins, PSM, PLS, PS
Senior Project Manager

Site Limits

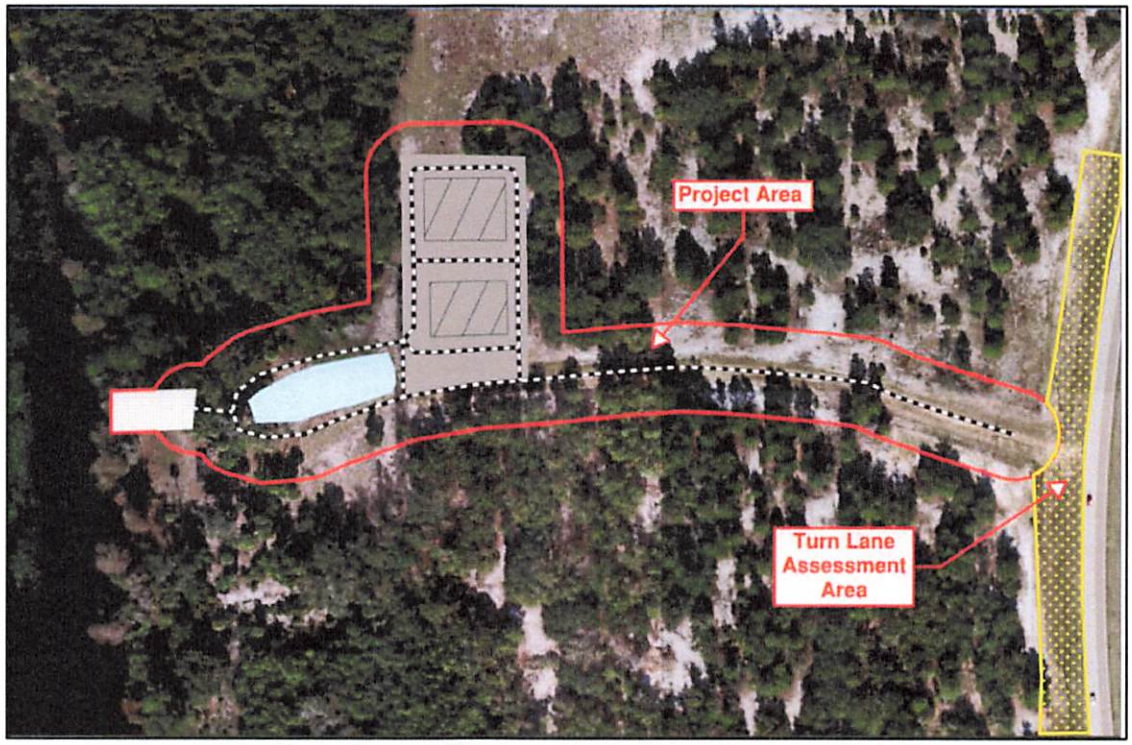

It appears the fence is west of RW line. Topo will go to the fence line OR the RW line, whichever is further west
I pushed this north as it is wide open and minimal effort will be needed to give you more options
Include apparent Swale for drainage concerns
Include apparent Swale for drainage concerns
Include apparent Swale for drainage concerns
I know this is not a major or state road. That being said, do you need to intersect with the road at a 90 degree angle. I think that is current ASHTO standards. Not sure what Lake County standards are.

KCA
KISINGER CAMPO
& ASSOCIATES

Exhibit "A"
Scope of Services
Polk County Lake Marion Project
Environmental Assessment Services

I. PURPOSE AND BACKGROUND

The purpose of this Exhibit is to define the responsibilities of Kisinger Campo & Associates, Corp. (**CONSULTANT**) and Dewberry Engineers, Inc. (**CLIENT;** Dewberry) on behalf of the Polk County Parks and Natural Resources (**COUNTY**) in connection with performing Environmental Services for a proposed project located on the eastern side of Lake Marion, between Lake Marion and Lake Marion Creek Drive, in Polk County, Florida. The study area has been identified as a potential future recreational facilities site. The project location provided by the **CLIENT** and covered by this proposal consists of the Project Area depicted below and includes potential turn lanes to be added along Lake Marion Creek Drive. The **CLIENT** has requested the **CONSULTANT** to provide environmental support and documentation services for the project area as defined under PROJECT DESCRIPTION.



II. PROJECT DESCRIPTION

Task 1. Preliminary Project Research

The **CONSULTANT** shall gather and review relevant project data including GIS resources, existing permits, land use, soils, wetlands, documented protected species occurrences, consultations areas, historic and recent aerial imagery, and other available collateral resources.

Task 2. Wetland Jurisdictional Delineation, Verification and Assessment

The project is located along Lake Marion, which is a U.S. Army Corps of Engineers (USACE) regulated waterbody. The **CONSULTANT** shall:

- Establish wetland jurisdictional boundaries within the Project Area pursuant to Chapter 62-340, F.A.C. and the 1987 Corps Manual and Regional Supplement
    - NOTE: This is intended to be an Informal Jurisdictional Determination as opposed to a formal determination requiring a specific purpose survey
- Perform a Submerged Aquatic Vegetation (SAV) Survey for the proposed dock and boat ramp area (including buffer)
- Establish Seasonal High Water (SHW) indicators at up to five locations within (or immediately adjacent to) the Project Area to assist with defining the Ordinary High Water Line (OHWL)
- Complete USACE Wetland Data Forms and UMAM Forms for wetlands potentially impacted within the Project Area
- Schedule and attend a single field wetland verification meeting within the Project Area with the SFWMD and the USACE and prepare meeting notes.

Task 3. Species Surveys

The **CONSULTANT** shall conduct a general reconnaissance survey for the occurrence or potential occurrence of federal and state protected species. The approximate location of all observed protected species or their signs shall be collected using GPS or the ESRI Field Maps application and identified on an aerial map. The survey will extend 25 feet outside (subject to accessibility) of the proposed Project Area to identify potential impacts to protected species adjacent to the property. While this initial phase of the planning study process does not include protected species permitting, accurate evaluation of current protected species utilization and habitat on site is important to identify potential impacts and develop cost estimates associated with species (e.g., sand skink and gopher tortoises) mitigation needed to offset these impacts.

More specifically, the **CONSULTANT** shall:

- Conduct a general reconnaissance survey within the Project Area and document the results of this survey in the Environmental Technical Memorandum (Task 5). This non-species-specific field survey will be used to determine the presence or absence of protected/listed flora and fauna and their associated habitats.
- Document the results of this survey, which will also be used to assist with project design within the Project Area. This scope includes species-specific surveys for the federal listed species outlined in Task 6.
- Conduct a 20% Gopher Tortoise Survey in accordance with the current version of

the Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Guidelines. The results of this survey will be documented in the Environmental Technical Memorandum (Task 5) and used to estimate the gopher tortoise population on site to assist with future FWC gopher tortoise permitting.

- Estimate costs associated with protected species involvement for future state and federal permitting efforts.

NOTE: The project area is located within federal consultation areas for several protected species (e.g., sand skinks, Florida bonneted bats, Florida scrub jays) and additional species-specific surveys may be required. Detailed species-specific surveys for these species are included in Task 6. Species-specific surveys may follow seasonal criteria and potentially affect the project schedule.

Task 4. Environmental Permitting Support Services

The **CONSULTANT** shall assist the **CLIENT** with environmental permitting for the project. The project is currently envisioned to require authorization by the South Florida Water Management District (SFWMD) under the Environmental Resource Permit (ERP) Program (Chapter 62-330, F.A.C.) and the U.S. Army Corps of Engineers (USACE) under the Federal Section 404 Dredge and Fill Program (Section 404 of the Clean Water Act [CWA]).

The project is beginning conceptual development, at this time, so project design details have not been completely developed. As such, we are assuming that an Individual ERP permit from the SFWMD and a Standard Federal 404 permit from the USACE will be required for the project.

The **CONSULTANT** shall:

- Prepare environmental sections of the SFWMD ERP Individual Permit Application and complete the USACE Section 404 Permit Application (ENG Form 4345)
- Provide environmental sections of the SFWMD ERP application to Dewberry or their designee for incorporation into the full application for submittal by others (Dewberry)
- Coordinate completion and submittal of the USACE Section 404 application, which will require permit exhibits and dredge and fill sketches to be prepared by others (engineers or architects)
- Review draft permit sketches and dredge and fill exhibits and provide comments for revisions to these items by those producing them
- Provide an Environmental Technical Memorandum (Task 5) documenting site conditions and identifying potential wetland and protected species involvement resulting from the project
- Assist with the preparation of a Florida Department of Environmental Protection (FDEP) Sovereign Submerged Lands (SSL) Easement application for concurrent submittal by others (Dewberry) with the ERP application.

Task 5. Environmental Technical Memorandum

The **CONSULTANT** shall prepare an Environmental Technical Memorandum summarizing the findings of the above referenced tasks, including wetland/surface water limits, protected species involvement, agency coordination, land use and soil maps, and maps depicting the approximate locations of observed, or previously recorded protected species. Specifically, the **CONSULTANT** shall:

- Prepare wetland impact analysis to include in the Environmental Technical Memorandum to support environmental permitting
- Prepare wildlife, protected species, and habitat impact analysis to include in the Environmental Technical Memorandum to support environmental permitting
- NOTE: Additional species-specific technical memoranda may be required to analyze and document impacts to individual protected species and are included in Task 6.
- NOTE: Section 7 Consultation may be required for protected species surveys and permitting and time for consultation is included Task 6.

Task 6. Protected Species Surveys and Clearances

The **CONSULTANT** shall perform, upon receipt of written authorization, field surveys within the Project Area (as specified by the **CLIENT** in **Attachment B)** for protected species, including the Florida scrub-jay, and the Florida bonneted bat, in accordance with current USFWS guidance and protocols, as further detailed below. The **CONSULTANT** shall document the surveys and results in a Technical Memorandum for each species. The **CLIENT** or Polk County will provide the **CONSULTANT** vehicular access to the site.

Task 6.A. Florida Scrub-jay Survey and Technical Memorandum

The project area is located within the USFWS Florida Scrub-jay Consultation Area and potential Florida Scrub-jay habitat may be impacted by the project. As a result, according to the USFWS survey guidelines, surveys are required to determine the presence or absence of the Florida Scrub-jays and potential impacts resulting from the project.

The **CONSULTANT** shall be responsible for conducting surveys for the Florida Scrub-jay in accordance with the USFWS Consultation Guide. The **CONSULTANT** shall perform five (5) survey events in accordance with the current guidance and survey protocols for the Florida Scrub-jay. The **CONSULTANT** shall provide a Florida Scrub-jay Technical Memorandum documenting the results of the survey.

Task 6.B. Florida Bonneted Bat Roost Survey and Technical Memorandum

The project area is located within the USFWS Florida Bonneted Bat Consultation Area and potential Florida Bonneted Bat roosting habitat will be impacted by the project. As a result, according to the 2024 USFWS survey guidelines, a roost survey is required to determine the presence or absence of the Florida Bonneted Bat and potential roosting sites.

Pursuant to the 2024 USFWS survey guidelines, the **CONSULTANT** shall conduct Florida bonneted bat roost and emergence surveys of appropriate habitat within and adjacent to

the project area. All data will be saved and submitted to the USFWS in accordance with the 2024 USFWS survey guidelines.

Task 6.C. USFWS Consultation and Concurrence Services

The **CONSULTANT** shall assist the **CLIENT** and Polk County with obtaining USFWS concurrence for the project for federal protected species including the sand skink, the Florida scrub-jay, and the Florida bonneted bat. Since a Federal Dredge and Fill Permit (Section 404 of the Clean Water Act) is anticipated from the USACE for this project, Consultation with the USFWS is anticipated to be conducted through the USACE concurrent with the dredge and fill permitting, pursuant to Section 7 of the Endangered Species Act (ESA). Permitting for federal protected species specified above directly with the USFWS, pursuant to Section 10 of the ESA, is not currently included.

The **CONSULTANT** shall perform Section 7 (ESA) Consultation with the USFWS, through the USACE, during the dredge and fill permitting. The **CONSULTANT** shall assist the **CLIENT** and Polk County with obtaining environmental clearances or project concurrence for the sand skink, the Florida scrub-jay, and the Florida bonneted bat for proposed activities within the Project Area. Federal environmental clearance or concurrence will be issued directly to Polk County.

Task 6.D. Sand Skink Survey and Technical Memorandum

The proposed project is located within the USFWS Consultation Area for the sand skink (*Plestiodon reynoldsi*) and the blue-tailed mole skink (*Plestiodon egregius lividus*). The USFWS has noted research and incidental observations indicated blue-tailed mole skinks typically occur with sand skinks, and sand skink occurrence is used as an indicator for blue-tailed mole skinks where the species overlap in their range (USFWS 2011). Therefore, blue-tailed mole skink occurrence is linked to sand skink occurrence even though no specific survey for the species is proposed.

In an effort to gather information needed to determine the potential effects the proposed project may have on the sand skink and blue-tailed mole skink, the **COUNTY** shall provide personnel familiar with native Florida fauna to conduct a coverboard survey in the spring of 2025 in accordance with the Peninsular Florida Species Conservation and Consultation Guide – Sand Skink and Blue-tailed (Bluetail) Mole Skink (USFWS 2023).

The **COUNTY** shall be responsible for conducting a sand skink coverboard survey in accordance with the USFWS Consultation Guide. The **COUNTY** shall be responsible for obtaining and placing plywood coverboards throughout suitable sand skink habitat (approx. 2 ac.) within the Project Area, including potential turn lanes, at a minimum density of 40 coverboards per acre. The **COUNTY** shall perform four (4) survey events and remove the coverboards upon completion of the final survey event. The **CONSULTANT** shall provide a Sand Skink Survey Technical Memorandum documenting the results of the coverboard survey based on data collected by the **COUNTY**. The **COUNTY** shall provide data collected during the coverboard survey in digital format after each survey event and prior to the next survey event. The **CONSULTANT** will coordinate data collection methodology with the **COUNTY** to streamline the data collection and assimilation process.

NOTE: Sand Skink Coverboard Surveys can be conducted in the spring from March 1st through May 15th, and based on the 2023 USFWS Guidelines, may also now be conducted in the fall from October 15th to December 15th.

Task 7. Project Management and Meetings

The **CONSULTANT** shall provide periodic management and custodial administration of the project. These services include coordination with the **CLIENT**; developing scopes of services for supplemental services; preparing progress reports, invoices, agendas, and meeting materials; scheduling meetings; and other incidental activities required specifically for the project.

Task 8. Quality Control and Quality Assurance

The **CONSULTANT** shall provide Quality Assurance/Quality Control (QA/QC) for all project deliverables. The **CONSULTANT** shall follow and comply with their QA/QC plan to ensure quality document delivery. The **CLIENT** may perform periodic QA/QC review of **CONSULTANT's** QA/QC process for the project.

Task 9. Construction Services – Environmental Support and Gopher Tortoise Relocation

The **CONSULTANT** shall assist with construction support services associated with environmental support services outlined in the tasks above.

Gopher Tortoise Relocation

- Prepare and submit an application for a Gopher Tortoise Relocation Permit (10 or Fewer Burrows) from the Florida Fish and Wildlife Conservation Commission (FWC)
- Conduct the gopher tortoise relocation pursuant to the FWC Gopher Tortoise Permitting Guidelines and the terms of the Gopher Tortoise Relocation Permit
- Complete and submit the After Action Report to FWC and permit close-out

The **CONSULTANT** shall be responsible for conducting the gopher tortoise burrow survey for the purpose of identifying potential gopher tortoise habitats that could be impacted by the project. The habitat will be systematically surveyed according to the current Gopher Tortoise Permitting Guidelines published by FWC.

Pursuant to FWC regulations, Polk County cannot obtain a gopher tortoise permit for areas outside of the County's ownership/control (i.e., utility easements; license agreements). Should permits in areas outside of the County's ownership/control be required, the County shall coordinate with landowners to obtain required permits. The **CONSULTANT** shall provide technical assistance, in the form of existing/previously collected information, which may aid in obtaining required permits outside of the County's ownership/control.

The **CONSULTANT** will be responsible for the permitting and relocation of gopher tortoise burrows within the project area. The **CONSULTANT** shall provide the appropriate reports as required by the permit conditions, including closing out the permit. The County will provide the mechanical excavator and operator, if needed, for the relocation efforts. It is assumed that all potentially occupied gopher tortoise burrows will be mechanically excavated, and trapping will not be required.

The County will be required to pay all recipient and permit fees, including any fees associated with the relocation of gopher tortoises. It is assumed that captured gopher tortoises will be relocated on-site. The **CONSULTANT** will be responsible for the release of captured gopher tortoises.

Project Deliverables

- Environmental Technical Memorandum
- Florida Scrub-jay Survey Technical Memorandum
- Florida Bonneted Bat Roost Survey Technical Memorandum
- Sand Skink Technical Memorandum (based on survey data collected by the County)
- FWC Gopher Tortoise Relocation Permit

Project Schedule

CONSULTANT's services shall commence upon receipt of written notice to proceed issued by **CLIENT**. It is anticipated that the **CONSULTANT** shall complete the Services and project deliverables within **12 months** upon written notice to proceed. Upon notice to proceed, the **CONSULTANT** shall coordinate with the **CLIENT** to determine a project schedule that is mutually acceptable and meets the **CLIENT's** deadlines.

Scope Exclusions and Assumptions

In addition to those exclusions specified above, this scope of services does not include:

- This scope of services assumes that Section 7 Consultation will occur with the USFWS during USACE permitting efforts. USFWS Section 10 coordination (Habitat Conservation Plan or Incidental Take Permit Application), permitting or mitigation on behalf of the **CLIENT** or County, is not included, at this time.
- Species-specific surveys and technical memoranda are limited to those tasks specified above
- No site species-specific surveys for protected flora are included
- Cultural Resources Assessment Survey
- Air, Noise, or Contamination evaluation services
- Wetland mitigation design

III. CONSULTANT'S COMPENSATION

For work under this scope, the **CLIENT** shall compensate the **CONSULTANT** in a **not to exceed** amount of **$113,561.00, which includes a contingency amount of $15,000.00**. **Prior written authorization from the COUNTY is required for work performed and paid under the contingency amount.** A summary of estimated fee for each Task is included below.

Estimated Fee by Task

Task No.	Description	Fee
1	Preliminary Project Research	$1,782.00
2	Wetland Jurisdictional Delineation, Verification and Assessment	$11,497.00
3	Species Surveys (General Wildlife Survey; 20% Gopher Tortoise Survey)	$3,293.00
4	Environmental Permitting Support	$12,250.00
5	Environmental Technical Memorandum (Wetlands, Species and Habitat)	$7,252.00
6A	Florida Scrub-Jay Survey and Technical Memorandum	$6,272.00
6B	Florida Bonneted Bat Roost Survey and Technical Memorandum	$14,684.00
6C	USFWS Consultation and Concurrence Services	$2,244.00
6D	Sand Skink Technical Memorandum (based on data collection by Polk County)	$11,910.00
7	Project Management and Meetings	$5,049.00
8	Quality Control and Quality Assurance	$2,843.00
9	Construction Services – Environmental Support and Gopher Tortoise Relocation	$19,485.00
	Subtotal	$98,561.00
	Contingency	$15,000.00
	Total	$113,561.00

EXHIBIT B

FEE SCHEDULE

Exhibit "B" - Fee Schedule

Item 1.

Dewberry Engineers Inc.
Schedule of Professional Rates
Polk County, Florida

Personnel Position	Bill Code	Range of Direct Labor Rates ($/hr) Minimum	Maximum	Range of Hourly Labor Rages ($/hr) Minimum	Maximum
ADMIN ASSISTANT I	AA1	$15	$17	$45	$51
ADMIN ASSISTANT II	AA2	$25	$27	$75	$81
ADMIN PROFESSIONAL III	AP3	$39	$42	$117	$126
ADMIN PROFESSIONAL IV	AP4	$50	$55	$150	$165
CADD TECHNICIAN I	CD1	$21	$23	$63	$69
CADD TECHNICIAN II	CD2	$24	$26	$72	$78
CADD TECHNICIAN III	CD3	$40	$43	$120	$129
CADD TECHNICIAN IV	CD4	$36	$39	$108	$117
CONSTRUCTION PROFESSIONAL I	CP1	$36	$39	$108	$117
CONSTRUCTION PROFESSIONAL II	CP2	$46	$50	$138	$150
CONSTRUCTION PROFESSIONAL III	CP3	$57	$62	$171	$186
CONSTRUCTION PROFESSIONAL IV	CP4	$64	$70	$192	$210
CONSTRUCTION PROFESSIONAL V	CP5	$73	$80	$219	$240
DESIGNER I	DS1	$28	$30	$84	$90
DESIGNER II	DS2	$29	$32	$87	$96
DESIGNER III	DS3	$47	$51	$141	$153
DESIGNER IV	DS4	$40	$44	$120	$132
DESIGNER V	DS5	$51	$56	$153	$168
ENGINEER I	EN1	$29	$32	$87	$96
ENGINEER II	EN2	$33	$36	$99	$108
ENGINEER III	EN3	$39	$43	$117	$129
ENGINEER IV	EN4	$36	$39	$108	$117
ENGINEER V	EN5	$45	$49	$135	$147
ENGINEER VI	EN6	$55	$60	$165	$180
ENGINEER VII	EN7	$65	$71	$195	$213
ENGINEER VIII	EN8	$70	$77	$210	$231
ENGINEER IX	EN9	$85	$93	$255	$279
GEOGRAPHER/GIS I	GS1	$27	$29	$81	$87
GEOGRAPHER/GIS II	GS2	$30	$33	$90	$99
GEOGRAPHER/GIS III	GS3	$41	$45	$123	$135
GEOGRAPHER/GIS IV	GS4	$42	$46	$126	$138
GEOGRAPHER/GIS VI	GS6	$43	$47	$129	$141
GEOGRAPHER/GIS VIII	GS8	$76	$83	$228	$249
INSPECTOR I	IN1	$21	$23	$63	$69
INSPECTOR II	IN2	$25	$27	$75	$81
INSPECTOR III	IN3	$26	$29	$78	$87
INSPECTOR IV	IN4	$49	$53	$147	$159
INSPECTOR V	IN5	$37	$40	$111	$120
PROFESSIONAL I	OP1	$25	$27	$75	$81

PROFESSIONAL II	OP2	$27	$30	$81	$90
PROFESSIONAL III	OP3	$45	$49	$135	$147
PROFESSIONAL IV	OP4	$69	$76	$207	$228
PROFESSIONAL V	OP5	$55	$60	$165	$180
PROFESSIONAL VII	OP7	$68	$75	$204	$225
PROFESSIONAL VIII	OP8	$74	$81	$222	$243
PROFESSIONAL IX	OP9	$82	$89	$246	$267
SURVEY I	SU1	$16	$17	$48	$51
SURVEY II	SU2	$18	$20	$54	$60
SURVEY III	SU3	$19	$21	$57	$63
SURVEY IV	SU4	$34	$37	$102	$111
SURVEY V	SU5	$30	$33	$90	$99
SURVEY VI	SU6	$41	$44	$123	$132
SURVEY VII	SU7	$57	$63	$171	$189
SURVEY VIII	SU8	$57	$62	$171	$186
PRINCIPAL	PR	$127	$138	$381	$414
1 PERSON CREW		$41	$44	$123	$132
2 PERSON CREW		$52	$57	$156	$171
3 PERSON CREW		$61	$66	$181	$198
4 PERSON CREW		$76	$82	$226	$244

Descriptions and Responsibilities of Personnel

HR Job Code	General Characteristics	Managerial Responsibilities	Supervision Received	Titles	Licensure Certification	Education	Years
Admin Assistant I	Primary responsibility for greeting visitors, answering phones, and performing various administrative support duties for the group. Maintains correspondence and data files, arranges appointments, etc. Work is routine and requires limited exercise of discretion and judgment.	N/A	Receives close supervision on all aspects of assignments	Receptionist, Administrative Assistant 1	NA	H.S. Diploma	0 3
Admin Assistant II	Performs administrative support duties for a department or small office. Has duties of a level 1 admin but should also have higher level skills in the computerized environment with knowledge of word processing, spreadsheets, and graphs. Work is routine and requires limited exercise of discretion and judgment. May be assigned various PMD functions.	N/A	Receives instruction on specific objectives. Receives direction on unconventional and/or complex problems and solutions.	Administrative Assistant 2	NA	H.S. Diploma	3+
Admin Professional III	Performs complete administrative support duties for senior level staff. Does work of a confidential nature and relieves managers of designated administrative details. Must exercise initiative, judgment, and knowledge of company practices, polices and organization. Works in a computerized environment with knowledge of word processing, spreadsheets, and graphs. May be assigned a variety of PMD responsibilities based on skill level and management discretion.	Assigns tasks to necessary staff. Plans and coordinates aspects of work to get his or her responsibilities accomplished.	Receives general direction of key objectives and guidance on new concepts or policies.	Administrative Assistant 3	NA	H.S. Diploma	6+
Admin Professional IV	Performs various administrative functions for senior level management of an operating group or office. Functions involve the preparation of certain reports, management of schedules, the supervision or coordination of administrative work activities within the group, etc. Must exercise initiative, judgment, and knowledge of company practices, polices and organization. May direct the work of other administrators. Works in a computerized environment with knowledge of word processing, spreadsheets, and graphs. May be assigned a variety of PMD responsibilities based on skill level and management discretion.	Assigns tasks to necessary staff. May supervise other admins or office staff.	Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. Receives direction on unusual conditions and developments.	Sr. Administrative Assistant, Office Administrator	NA	H.S. Diploma	10+
CADD Technician I	Provides non technical, routine and basic support for assigned projects, using computer aided design. Assists in completing drawings from sketches, plans, specifications, and written instructions using computer aided drafting programs.	N/A	Received close supervision on all aspects of assignments	CADD Technician 1	HS diploma, A.A. Degree in Drafting, Design, or related field preferred	N/A	0+ years
CADD Technician II	Prepares computer generated engineering drawings according to established standards and procedures. Prepares drawings from rough sketches or general engineering and design information using CADD software programs. Copies existing drawings and completes simple calculations with specific instructions.	Assigns tasks to and coordinates with staff	Receives instruction on specific objectives. Receives direction on unconventional and/or complex problems and solutions. Received thorough review of completed work for application of sound judgment.	CADD Technician 2		N/A	3+ years
CADD Technician III	Performs non routine and complex drafting assignments within company and industry standards and codes. Works independently with occasional advice from supervisor. May mentor less experienced CADD personnel.	Assigns tasks to necessary staff. Plans and coordinates aspects of work and reviews work created by less experienced inspectors.	Receives general direction of key objectives and guidance on new concepts or policies.	CADD Technician 3		N/A	6+ years
CADD Technician IV	Performs non routine and complex assignments, involving planning graphic presentations of designs having distinct design features differing significantly from drafting precedents. May direct preparation of work by other technicians of lesser experience. Completed work needs overview only and acts in lead role over other designers and technicians.		Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. Receives direction on unusual conditions and developments.	Senior CADD Technician		N/A	10+ years
Construction Professional I	Coordinates all aspects of a construction project by monitoring the construction process, and ensures that projects are completed on time and according to specifications. Uses engineering and technical knowledge to ensure that components, systems, and equipment complement the project. Coordinates scheduling and provides communication with project management regarding progress and conflicts. Performs work under direct supervision. Handles basic issues and problems, and refers more complex issues to higher level staff.	N/A	Receives close supervision on all aspects of assignments	Construction Coordinator	HS Diploma or equivalent experience		0+
	Supports the construction project team as it relates to document processing (creation, retrieval, distribution, filing, indexing). Responsible for maintaining the record management system and training others, as needed, on document collection and storage systems and processes. Determines the document processing timelines and records distribution with regards to document management and control procedures as outlined in technical requirements. Provides metrics for reporting status to project leadership and may make recommendations for allocation of project resources based on current record status. Work requires limited exercise of independent judgement.			Document Control Specialist			
	Responsible for Project Administration for construction projects. Handles document management, including but not limited to field reports, technicial data, pre activity meetings and materials test reports. Will make sure document control procedures are followed as it related to project and contract documentations. Prepares meetings agendas and minutes for distribution. Supports prepation of RFI's, progress/status reports, billings and contract change orders. Supports the Construction Manager with coordination and scheduling of field activities and may review inspection reports and estimates.			Project Administrator		N/A	2+

HR Job Code	General Characteristics	Managerial Responsibilities	Supervision Received	Titles	Licensure Certification	Education	Years
Construction Professional II	Performs routine assignments which are clearly defined and require the application of standard construction engineering techniques, procedures, and criteria. Maintains project data and documents, coordinates and schedules QC inspections, and prepares routine reports on construction progress.	N/A	Receives initial guidance on assignments to be completed	Assistant Resident Engineer, Construction Engineer	Bachelor's Degree in Construction Engineering or Related field		0+
	Completes arc flash studies to determine hazards and risks related to electrical systems. Will provide support with on site data collection and responsible for creating drawings using applicable software. Responsible for identifying potential violations within the systems and install labels on equipment at the facility.			Arc Flash Specialist			2+
Construction Professional III	Performs assignments of limited scope which involve some unusual or difficult problems requiring job knowledge and abilities beyond entry level. Monitors construction program; assists in review and modification of schedules, specifications, and drawings; and reviews completed construction work and maintains checklist of what is yet to be completed. Must have the ability to recognize basic construction or engineering problems, and applies standard techniques and procedures to resolve them.	Assigns tasks to and coordinates with entry level engineers, technicians or administrative staff. Assists in determining schedule and budget requirements.	Receives instruction on specific objectives. Receives direction on unconventional and/or complex problems and solutions.	Construction Engineer, Resident Engineer			3+
Construction Professional IV	Performs detailed phases of construction engineering work or is the PM on projects of moderate size and complexity. Reviews and modifies drawings, specifications, installation sequences, and progress reports and initiates corrective measures of necessary. Reviews construction procedures submitted by contractors to assure conformance with overall project plan. Acts as technical liaison between contractor and design engineering personnel. May oversee the work of lower level construction engineers who assist on projects.	Assigns tasks necessary staff. Plans and coordinates aspects of work. Prepares scope, budgets, and schedules for assignments. Assists with proposals to provide professional services.	Receives general direction of key objectives and guidance on new concepts or policies.	Senior Construction Engineer, Senior Resident Engineer, Construction Manager, PM		PE and/or CCM preferred	6+
Construction Professional V	Provides technical leadership for complex or unique assignments and may plan, organize, and supervise construction engineering activities for a project of significant size and complexity. Analyzes complex construction/design problems requiring the development of new or improved techniques or procedures. Represents respective projects at meetings and conferences and develops construction plans.	Supervises all staff necessary to complete assignments. Reviews and approves scopes, budgets, and schedules for assignments. Prepares proposals to provide professional services. May partake in personnel actions.	Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. Receives direction on unusual conditions and developments.	Senior Construction Manager, Assistant Dept. Manager, Senior PM		PE and/or CCM preferred	10+
Designer I	Provides non technical, routine and basic support for assigned projects, using computer aided design. Completes detailed drawings from sketches, plans, specifications, and written instructions using computer aided drafting programs.	N/A	Received close supervision on all aspects of assignments	Staff Designer	HS diploma, A.A. Degree in Drafting, Design, or related field preferred	N/A	0+
Designer II	Determines design criteria, drawing sequence and presentation, sizing various system components and refining rough sketches and notes to include material quantities and equipments specifications. Technical adequacy of non routine work is reviewed during progress on completion. Routine work is reviewed on completion.	Assigns tasks to and coordinates with staff Designers in determining schedule and budget requirements.	Receives instruction on specific objectives. Receives direction on unconventional and/or complex problems and solutions. Received thorough review of completed work for application of sound judgment.	Designer 1		N/A	3+
Designer III	Performs non routine assignments of substantial variety and complexity. Performs design calculations, prepares material and equipment specifications and provides preliminary sketches and notes for drawings. May coordinate the design work of a project, but overall work requires limited exercise of independent judgement.	Assigns tasks to necessary staff. Plans and coordinates aspects of work and reviews work created by less experienced designers.	Receives general direction of key objectives and guidance on new concepts or policies.	Designer 2		N/A	6+
Designer IV	Applies broad knowledge of principals and practices in specific area. Independently evaluates, selects, and adapts, standard techniques, procedures, and criteria. Acquires general knowledge of principals and practices of related fields and ability to function on smaller multidisciplinary teams. Works with PM's and Senior PM's in managing the day to day of the project and ensuring tasks are completed. Provides guidance to younger staff on completing tasks and resolving issues as they arise. Works on projects of small size or portions of larger projects.	Assigns tasks to necessary staff. Plans and coordinates aspects of work and reviews work created by less experienced staff. May assist in preparing scope, budgets, and schedules for assignments. Assists with proposals to provide professional services.	Receives general direction of key objectives and guidance on new concepts or policies	Assistant Project Manager	Bachelor's degree in related field preferred	N/A	5+
	Provides coordination of drafting required for bidding purposes and construction. Assists investigating and design of projects. Provides supervision and QC review of design and drafting group. Requires thorough understanding of architectural drafting, detailing, building materials, building codes, and construction.			Job Captain			
Desinger V	Applies broad knowledge of principals and practices in specific area. Independently evaluates, selects, and adapts, standard techniques, procedures, and criteria. Acquires broad knowledge of principals and practices of related fields and ability to function on multidisciplinary teams. Works on projects of medium size or larger projects with little complexities.		Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. Receives direction on unusual conditions and developments.	Project Manager			8+
Engineer I	Acquires limited knowledge and develops basic skills. Applies prescribed techniques and procedures in accordance with established criteria. Performs routine technical work that doesn't require previous experience.	N/A	Received close supervision on all aspects of assignments	Graduate Engineer	Bachelor's Degree in Engineering	FE preferred	0+ years
Engineer II	Acquires basic knowledge and develops skills in specific area. Applies standard techniques, procedures & criteria to perform assigned tasks. Exercises limited judgment on details of work and in application of standard methods for conventional work	Assigns tasks to and coordinates with technicians or administrative staff	Receives close supervision on unusual or difficult problems and general review of all aspects of work.	Staff Engineer	Bachelor's Degree in Engineering	FE	2 to 3+ years
Engineer III	Develops broad knowledge & skill in specific area. Evaluates, selects, and applies standard techniques, procedures & criteria to perform tasks for conventional projects with few complexities. Collaboratively uses judgment to determine adaptations in methods for non routine aspects. Works on small projects or portions of large projects.	Assigns tasks to and coordinates with entry level engineers, technicians or administrative staff. Assists in determining schedule and budget requirements.	Receives instruction on specific objectives. Receives direction on unconventional and/or complex problems and solutions. Received thorough review of completed work for application of sound professional judgment.		Bachelor's Degree in Engineering	FE	3 to 5+ years

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Engineer IV	Applies broad knowledge of principals and practices in specific area. Independently evaluates, selects, and adapts, standard techniques, procedures, and criteria. Acquires general knowledge of principals and practices of related fields and ability to function on smaller multidisciplinary teams. Works on projects of small size or portions of larger projects.	Assigns tasks to entry level engineers, technicians or administrative staff. Plans and coordinates aspects of work. Prepares scope, budgets, and schedules for assignments. Assists with proposals to provide professional services.	Receives general direction of key objectives and guidance on new concepts or policies.	Engineer, Project Engineer, Assistant Project Manager	Bachelor's Degree in Engineering	PE	5+ Years
Engineer V	Applies broad knowledge of principals and practices in specific area. Independently evaluates, selects, and adapts, standard techniques, procedures, and criteria. Acquires broad knowledge of principals and practices of related fields and ability to function on multidisciplinary teams. Works on projects of medium size or larger projects with little complexities.	Assigns tasks to engineers, technicians or administrative staff. Plans and coordinates aspects of work. Prepares scope, budgets, and schedules for assignments. Assists with proposals to provide professional services.	Receives general direction of key objectives and guidance on new concepts or policies.	Engineer, Project Engineer, Project Manager	Bachelor's Degree in Engineering	PE	8+ Years
Engineer VI	Independently applies extensive and diversified knowledge of principals and practices in broad areas of assignments and related fields. Uses advanced techniques in the modification of extension of theories and practices of sciences and disciplines to complete assignments, Works on major projects or several projects of moderate scope with complex features.	Supervises all staff necessary to complete assignments. Reviews and approves scopes, budgets, and schedules for assignments. Prepares proposals to provide professional services. May partake in personnel actions.	Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. Receives direction on unusual conditions and developments.	Senior Engineer, Senior Project Engineer, Senior Project Manager, Assistant Department Manager	Bachelor's Degree in Engineering	PE	10+ years
Engineer VII	Applies thorough knowledge of current principles and practices of engineering. Applies knowledge and expertise acquired through progressive experience to resolve crucial issues or unique conditions. Keeps informed of new methods and developments affecting the org., and recommends new practices or changes in emphasis of programs.	Supervises a staff of engineers and technicians. Plans, schedules, or coordinates the preparation of documents or activities for multiple major projects, or is responsible for an entire program. Reviews operational procedures to ensure compliance with applicable policies and performance measures. May partake in personnel actions.	Receives administrative supervision with assignments given in broad terms of general objectives and limits.	Department Manager, Principal Engineer, Assistant BUM, Market/Practice Segment Leader, Program Manager, Branch Manager	Bachelor's Degree in Engineering	PE	15+ years
Engineer VIII	Uses creativity, foresight, and mature judgment in anticipating and solving unprecedented problems. Makes decisions and recommendations that are authoritative and have an important impact on extensive organizational activities. Sets priorities and reconciles directions from competing interests.	Supervises an office with multiple departments. Recommends facilities, personnel, and funds required to carry out programs. Oversees the technical, legal and financial issues of an entire office or program. Develops standards and guidelines and handles personnel action.	Receives administrative supervision with assignments given in terms of broad general objectives and limits	BUM	Bachelor's Degree in Engineering	PE	20+ years
Engineer IX	Makes decisions with broad influence over the activities the organization. Makes authoritative decisions and recommendations that are conclusive and have a far reaching impact on the org. Demonstrates a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive programs and activities with major consequences.	Leads an entire program, organization, or multiple areas of an organization. Decides the kind and extent of engineering related programs are needed for accomplishing the objectives of an org.	Receives general administrative direction form the BOD or CEO if not CEO.	BUM, CEO, COO, PAM, OUM	Bachelor's Degree in Engineering	PE	25+ years
Geographer/ GIS I	Creates digital mapping products, captures relevant data, and creates and manipulates databases. Performs basic technical duties using various software to create digital maps, analyze and manipulate data. Applies standard practices and techniques to independently carry out the functions of the position and solve minor problems.	N/A	Receives close supervision on all aspects of assignments	Staff Geospatial Technician		N/A	0+
Geographer/ GIS II	Creates, edits, and maintains digital mapping products, captures relevant data, and creates and manipulates databases. Performs technical duties with greater diversity using various software to gather, convert, and analyze spatial data. Possesses and applies practices and techniques to independently carry out the functions of the position and solve typical problems. Works with staff and participates in client need analysis.	Assigns tasks to and coordinates with entry level analysts and technicians.	Receives instruction on specific objectives. Receives direction on unconventional and/or complex problems and solutions. Received thorough review of completed work for application of sound professional judgment.	Geospatial Analyst I			2 3+
	Assists geographers in providing quality map deliverables for hydrographic surveys. Performs a variety of tasks while relying on instruction and pre established guidelines. Familiar with fundamental concepts, practices and procedures of geographic design and GIS.	N/A	Receives close supervision on all aspects of assignments	GIS Professional I			0+
Geographer/ GIS III	Plans and conducts GIS work related to detailed phases of projects, or works as a lead technical analyst. Conducts data gathering, conversion analysis, manipulation and processing of spatial data. Fully competent in the field's practices and techniques to independently carry out the functions of the position, solve complex problems, and perform QA/QC on others work. Works with staff, interfaces with senior professionals, and interacts with clients to update them and review project phases.	Assigns tasks to and coordinates with technicians or administrative staff	Receives general direction of key objectives and guidance on new concepts or policies.	Geospatial Analyst II			3 5+
	Knows and applies fundamental concepts, practices, and procedures to perform a variety of tasks associated with providing quality map deliverables for hydrographic surveys. Limited exercise of judgment required when less common methods or procedures are necessary. Assignments may include higher level work for training purposes.		Receives close supervision on unusual or difficult problems and general review of all aspects of work.	GIS Professional II			2 3+

HR Job Code	General Characteristics	Managerial Responsibilities	Supervision Received	Titles	Licensure Certification	Education	Years
Geographer/ GIS IV	Plans and conducts GIS work related to detailed phases of projects, or works as a technical analyst. Conducts data gathering, conversion analysis, manipulation and processing of spatial data. Fully competent in the field's practices and techniques to independently carry out the functions of the position, solve complex problems, and perform QA/QC on others work. Works with staff, interfaces with senior professionals, and interacts with clients to update them and review project phases.	Assigns tasks to necessary staff. Plans and coordinates aspects of work. Prepares scope, budgets, and schedules for assignments. Assists with proposals to provide professional services.	Receives general direction of key objectives and guidance on new concepts or policies.	Geospatial Analyst III	Bachelor's GIS, Geography or related field	GISP, CP or other professional certification in field preferred	5+
	Fully competent geographer in all conventional aspects of subject matter or functional area of assignments. Assists with the management and coordination of projects and begins to interact with clients for client relationship development. Independently performs most assignments with instruction only regarding expected results.			GIS Professional III			
	Provides geospatial production management support, data processing and analysis, problem solving, task and personnel management as well as project oversight. Responsible for daily production oversight and reporting and ensuring quality, resource allocation, scheduling and project costs are meeting expectations.			Resource Lead			
	Assists Production Manager in providing geospatial production management support, data processing and analysis, problem solving, task and personnel management as well as project oversight. Assists with coordinating with the Production Management Team to ensure quality, resource allocation, scheduling and project costs are meeting expectations.			Asst. Production Manager			
	Assists with providing quality assurance of Lidar data, conducts training for new quality or software routines and creates a variety of digital mapping using various software programs.			Asst. Quality Manager			
	Assists with training analysts on best practices related to extracting information and structuring data and performs analysis and modeling as needed. May provide input related to identifying, designing and developing GIS applications and/or strategies and procedures for integrating GIS programs with existing databases. Including, but not limited to system administration, operating and software issues and coordination with others pertaining to system requirements.			Asst. GIS Technology Manager			
Geographer/ GIS V	Plans and conducts GIS work related to detailed phases of projects, or works as a lead technical analyst. Conducts data gathering, conversion analysis, manipulation and processing of spatial data. Fully competent in the field's practices and techniques to independently carry out the functions of the position, solve complex problems, and perform QA/QC on others work. Works with staff, interfaces with senior professionals, and interacts with clients to update them and review project phases.	Assigns tasks to necessary staff. Plans and coordinates aspects of work. Prepares scope, budgets, and schedules for assignments. Assists with proposals to provide professional services.	Receives general direction of key objectives and guidance on new concepts or policies.	Senior Geospatial Analyst			8+
	Knows and applies complex concepts, practices and procedures to produce quality deliverables, may also manage and coordinate projects and the work of small staff. Maintains client relationships. Makes decisions independently regarding technical complexities and methods.			GIS Professional IV			
	Plans and conducts GIS work related to detailed phases of projects. Fully competent in the field's practices and techniques to independently carry out the functions of the position, solve complex problems, and perform QA/QC on others work. Works with staff, interfaces with senior professionals, and interacts with clients to update them and review project phases.			Project Manager			
	Provides geospatial production management support, data processing and analysis, problem solving, task and personnel management as well as project oversight. Responsible for coordinating with the Production Management Team to ensure quality, resource allocation, scheduling and project costs are meeting expectations.			Production Manager			
	Provides quality assurance of Lidar data, conducts training for new quality or software routines and creates a variety of digital mapping using various software programs.			Quality Manager			
	Trains analysts on best practices related to extracting information and structuring data. Will perform analysis and modeling as needed. May be responsible for identifying, designing and developing GIS applications and/or strategies and procedures for integrating GIS programs with existing databases. Including, but not limited to system administration, operating and software issues and coordination with others pertaining to system requirements.			GIS Technology Manager			

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Geographer/ GIS VI	Knows and applies complex concepts, practices and procedures to produce quality deliverables, may also manage and coordinate projects and the work of medium staff. Maintains client relationships. Makes decisions independently regarding technical complexities and methods.	Supervises all staff necessary to complete assignments. Reviews and approves scopes, budgets, and schedules for assignments. Prepares proposals to provide professional services. May partake in personnel actions.	Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. Receives direction on unusual conditions and developments.	Senior GIS Professional		GISP, CP or other professional certification in field required	10+
	Knows and applies complex concepts, practices and procedures to produce quality deliverables, may also manage and coordinate projects and the work of small staff. Maintains client relationships. Makes decisions independently regarding technical complexities and methods.			Senior Geospatial Analyst			
	Plans and conducts GIS work related to detailed phases of medium projects. May also participate in business development activities. Performs complex data studies, conversion analysis, manipulation and processing of spatial data. Fully competent in the field's practices and applies advanced techniques to independently carry out the functions of the position, solves complex problems, recommends alternatives, and performs QA/QC on others work. Works with staff, interfaces with senior professionals within the firm and at other organization, interacts with clients, and represents the firm at conferences and professional events.			Senior Project Manager			
	Knows and applies complex concepts, practices and procedures in order to provides quality assurance of Lidar data. Responsible for conducting training for new quality or software routines.			Senior Quality Manager			
	Assists in providing department management. Applies technical expertise if needed. Through experience and in depth knowledge of the field is able to carry out the functions of the position independently and make decisions that have impact on the department and/or company. Works with staff and senior managers within the company and other firms. Will interact with client and public officials when needed and to maintain relationships.			Asst. Department Manager			
	Trains analysts on best practices related to extracting information and structuring data. Will perform analysis and modeling as needed. Responsible for identifying, designing and developing GIS applications and/or strategies and procedures for integrating GIS programs with existing databases. Including, but not limited to system administration, operating and software issues and coordination with others pertaining to system requirements.			Senior GIS Technology Manager			
Geographer/ GIS VII	Plans and conducts GIS work related to detailed phases of major projects or acts as a senior technical analyst. May also participate in business development activities. Performs complex data studies, conversion analysis, manipulation and processing of spatial data. Fully competent in the field's practices and applies advanced techniques to independently carry out the functions of the position, solves complex problems, recommends alternatives, and performs QA/QC on others work. Works with staff, interfaces with senior professionals within the firm and at other organization, interacts with clients, and represents the firm at conferences and professional events.	Supervises all staff necessary to complete assignments. Reviews and approves scopes, budgets, and schedules for assignments. Prepares proposals to provide professional services. May partake in personnel actions. .	Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. Receives direction on unusual conditions and developments.	Senior GIS Professional		GISP, CP or other professional certification in field required	15+
				Senior Project Manager			
	Provides department leadership and management. Applies technical expertise if needed. Through experience and in depth knowledge of the field is able to carry out the functions of the position independently and make decisions that have impact on the department. Works with staff, senior managers and other executive staff within the company and other firms. Will interact with client and public officials when needed and to maintain relationships.			Program Manager			
	Provides program leadership and management. Applies technical expertise if needed. Through experience and in depth knowledge of the field is able to carry out the functions of the position independently and make decisions that have impact on the program and/or company. Works with staff, senior managers and other executive staff within the company and other firms. Will interact with client and public officials when needed and to maintain relationships.			Department Manager			
Geographer/ GIS VIII	Provides department leadership and management. Applies technical expertise if needed. Through experience and in depth knowledge of the field is able to carry out the functions of the position independently and make decisions that have impact on the department and/or company. Works with staff, senior managers and other executive staff within the company and other firms. Will interact with client and public officials when needed and to maintain relationships.	Receives administrative supervision with assignments given in terms of broad general objectives and limits	Receives administrative supervision with assignments given in terms of broad general objectives and limits	Senior Program Manager		GISP, CP or other professional certification in field required	20+
				Asst. Business Unit Manager			
				Department Manager			
	Makes decisions with broad influence over the activities the organization. Makes authoritative decisions and recommendations that are conclusive and have a far reaching impact on the org. Demonstrates a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive programs and activities with major consequences.	Leads an entire program, organization, or multiple areas of an organization. Decides the kind and extent of programs needed for accomplishing the objectives of an org.	Receives general administrative direction frrm the BOD or CEO.	BUM		GISP, CP or other professional certification in field required	
Geographer/ GIS IX				BUM, PAM, OUM		GISP, CP or other professional certification in field required	25+

HR Job Code	General Characteristics	Managerial Responsibilities	Supervision Received	Titles	Licensure Certification	Education	Years
Inspector I	Performs elementary technical aspects of assigned construction inspection tasks, including quality control procedures. Observes general job safety practices and assists in the preparation of safety reports. Prepares material for testing and may assist in tests to determine if work is done according to contract specifications. Assists in developing QC reports and procedures.	N/A	Received close supervision on all aspects of assignments	Inspector Trainee	HS	N/A	0+ years
Inspector II	Inspects various facets of work on the construction site to ensure compliance with all applicable codes, standards, and regulations. Must be able to read and interpret blueprints and construction specifications. Conducts tests to determine if work is done according to contract specifications. May participate in development of job safety practices and in preparation of safety reports, and may participate in development of QC reports and procedures.	Assigns tasks to and coordinates with inspector trainees in determining schedule and budget requirements.	Receives instruction on specific objectives. Receives direction on unconventional and/or complex problems and solutions. Received thorough review of completed work for application of sound judgment.	Inspector		N/A	3+ years
Inspector III	Under general supervision performs more difficult and complex inspection tasks than a level 1 inspector, including assessing adherence to QC procedures. Develops job safety practices and drafts safety reports. Drafts QC reports and procedures.	Assigns tasks to necessary staff. Plans and coordinates aspects of work and reviews work created by less experienced inspectors.	Receives general direction of key objectives and guidance on new concepts or policies.	Inspector	HS diploma, Associates degree in technical discipline is preferred	Typically requires formal certification	6+ years
Inspector IV	Independently performs the most difficult and complex inspection tasks, including assessing adherence to quality control procedures. Performs the duties listed above but handles the most complex assignments and provides guidance to lower level inspectors.		Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. Receives direction on unusual conditions and developments.	Senior Inspector		Typically requires formal certification	10+ years
Inspector V	Organizes and maintains inspection crew efficiently in completing specific jobs. Reviews job specifications and plans field work methods and costs. Supervises inspectors on the job site and may provide input for personnel actions. Also represents the inspection work to engineers and construction managers. May also act as the sole inspector on a job site depending on size of job or close to completion of contract.	Supervises staff necessary to complete work. Provides Q/A/ and Q/C of their work and may partakes in personnel actions.	Receives administrative supervision with assignments given in terms of broad general objectives and limits	Chief Inspector		Typically requires formal certification	15+ years
Professional I	Performs assignments that are clearly defined and require application of standard techniques and procedures. Performs a variety of tasks while relying on instruction and pre established guidelines. Familiar with fundamental concepts, practices and procedures to perform analysis of data from reports, maps, drawings, tests and field observations/sampling.	N/A	Receives close supervision on all aspects of assignments	Staff Coastal Scientist, Staff Environmental Scientist, Staff Wetland Scientist, Staff Hydrologist, Staff Meteorologist	Bachelor's in related Sciences	N/A	0+ years
	Plans, directs and and conducts field surveys, identifies and evaluates historic properties to determine National Register significance. Maintains records and progress reports for planning, written reports, and oral presentations. Knowledge of contemporary archaeological or architectural survey methods and theory; federal laws pertaining to cultural resources and antiquities on public lands.	Assigns tasks to and coordinates with Archaeological Field Technicians, Archaeological Field Supervisors or administrative staff. Assists in determining schedule requirements.		Staff Archaeologist, Staff Architectural Historian	Master's in Anthropology, Archaeology or closely related field	Register of Professional Archaeologists (RPA)	
Professional II	Applies experience and increasing proficiency in the application of principles, theories, practices, and company standards in their discipline. Assists in the collection and analysis of reports, maps, drawings, tests and field observations/sampling. As well as performs data collection in the field.	Assigns tasks to and coordinates with technicians or administrative staff	Receives close supervision on unusual or difficult problems and general review of all aspects of work.	Staff Coastal Scientist, Staff Environmental Scientist, Staff Wetland Scientist, Staff Hydrologist, Staff Meteorologist	Bachelor's in related Sciences	N/A	2 to 3+ years
	Plans, directs and and conducts field surveys, identifies and evaluates historic properties to determine National Register significance. Maintains records and progress reports for planning, written reports, and oral presentations. Knowledge of contemporary archaeological or architectural survey methods and theory; federal laws pertaining to cultural resources and antiquities on public lands.	Assigns tasks to and coordinates with Archaeological Field Technicians, Archaeological Field Supervisors or administrative staff. Assists in determining schedule requirements.		Staff Archaeologist, Staff Architectural Historian	Master's in Anthropology, Archaeology or closely related field	Register of Professional Archaeologists (RPA)	
Professional III	Plans and conducts work requiring independent evaluation, selection and adaptation of standard techniques and procedures. As well as the responsibilities above may also conduct site testing and make recommendations for design, and assist senior engineers/scientists on large more complex projects.	Assigns tasks to and coordinates with entry level scientists, technicians or administrative staff. Assists in determining schedule and budget requirements.	Receives instruction on specific objectives. Receives direction on unconventional and/or complex problems and solutions. Received thorough review of completed work for application of sound professional judgment.	Staff Coastal Scientist, Staff Environmental Scientist, Staff Wetland Scientist, Staff Hydrologist, Staff Meteorologist	Bachelor's in related Sciences	N/A	3 to 5+ years
	Plans, directs and and conducts field surveys, identifies and evaluates historic properties to determine National Register significance. Maintains records and progress reports for planning, written reports, and oral presentations. Knowledge of contemporary archaeological or architectural survey methods and theory; federal laws pertaining to cultural resources and antiquities on public lands.	Assigns tasks to and coordinates with Archaeological Field Technicians, Archaeological Field Supervisors or administrative staff. Assists in determining schedule requirements.		Staff Archaeologist, Staff Architectural Historian	Master's in Anthropology, Archaeology or closely related field	Register of Professional Archaeologists (RPA)	

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Professional IV	Applies diversified principals and practices in broad areas of assignments. Makes independent decisions on scientific problems and methods. At this level performs the technical duties of junior staff at a higher level but may also plan, schedule and coordinate aspects of projects or take on PM responsibilities on smaller projects.	Assigns tasks to staff scientists, technicians or administrative staff. Plans and coordinates aspects of work. Prepares scope, budgets, and schedules for assignments. Assists with proposals to provide professional services.	Receives general direction of key objectives and guidance on new concepts or policies.	Coastal Scientist, Environmental Scientist, Wetland Scientist, Hydrologist, Meterologist, Archaeologist, Architectural Historian, Project Manager, Project Scientist, Project Hydrologist	Bachelor's in related Sciences (Master's required for Archaeologists)	Professional Certification within specialized field	5+ Years
Professional V	Responsible for interpreting, organizing, executing projects or technical aspects of projects. May assign, schedule and review work to ensure accuracy, thoroughness and timeliness on mid size projects. On a technical capacity handles complex assignments and begins to develop junior staff technically. Is responsible for managing client relationships and building business development skills.	Assigns tasks to professional staff, technicians or administrative staff. Plans and coordinates aspects of work. Prepares scope, budgets, and schedules for assignments. Assists with proposals to provide professional services.	Receives general direction of key objectives and guidance on new concepts or policies.			Professional Certification within specialized field	8+ Years
Professional VI	Makes decisions and recommendations that are recognized within area of expertise and have important impact of extensive technical assignments or projects. As a project manager plans, schedules, conducts or coordinates detailed phases of scientific work for large projects. As a technical capacity applies a high mastery in the specialized area of expertise and a working knowledge of related specialties. At this level business development must be a key responsibility and continuous client relationship management is required.	Supervises all staff necessary to complete assignments. Reviews and approves scopes, budgets, and schedules for assignments. Prepares proposals to provide professional services. May partake in personnel actions.	Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. Receives direction on unusual conditions and developments.	Senior Coastal, Environmental or Wetland Scientist, Senior Hydrologist, Senior Meterologist, Senior Archaeologist, Senior Architectural Historian, Senior Project Scientist, Senior Project Manager, Assistant Department Manager		Professional Certification within specialized field	10+ years
Professional VII	Plans, organizes, snd as a technical leader is a recognized authority in the company in a broad area of specialization or intensely specialized field. Makes authoritative decisions and recommendations having important impact on the business unit. Initiates and maintains extensive internal and external contacts. At this level one demonstrates a high degree of foresight and mature judgment in anticipating and solving project complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guidelines for diverse geographic activities.	Supervises professional staff and technicians. Plans, schedules, or coordinates the preparation of documents or activites for multiple major projects, or is responsible for an entire program. Reviews operational procedures to ensure compliance with applicable policies and performance measures. May partake in personnel actions.	Receives administrative supervision with assignments given in broad terms of general objectives and limits.			Professional Certification within specialized field	15+ years
Professional VIII	Responsible for one or more programs, branches, services, or markets of such diversity and scope to be critically important to the overall company objectives. Makes authoritative decisions and recommendations having significant impact on related activities of the company. Negotiates critical and controversial issues with top level personnel and officers within the organizations and externally. At this level one demonstrates a high degree of foresight and mature judgment in planning, organizing, and guiding extensive programs and activities of outstanding novelty and/or importance.	Supervises an office with multiple departments. Recommends facilities, personnel, and funds required to carry out programs. Oversees the technical, legal and financial issues of an entire office or program. Develops standards and guidelines and handles personnel action.	Receives administrative supervision with assignments given in terms of broad general objectives and limits	Assistant Business Unit Manager, Department Manager, Market/Practice Segment Leader	Bachelor's Degree in a Sciences	Professional Certification within specialized field	20+ years
Professional IX	Leads and entire program of the highest importance or the overall direction of the company. Decides the kind of programs and services needed to accomplish the objectives of the organization. Will represent the company at critical functions and to the media. Supervises the highest level staff and officers of the company and receives general administrative direction from the board of directors.	Leads an entire program, organization, or multiple areas of an organization. Decides the kind and extent of engineering related programs are needed for accomplishing the objectives of an org.	Receives general administrative direction form the BOD or CEO if not CEO.	BUM, PAM, OUM	Bachelor's Degree in a Sciences	Professional Certification within specialized field	25+ years
Surveyor I	Handles routine matters and relies on instructions and pre established guidelines to perform the functions of the job. Duties include gathering field data to coordinate geometry within the office and organize deed and right of way map data in preperation for drafting.	N/A	Receives close supervision on all aspects of assignments.	Survey Field Technician I Survey Technician I	HS diploma, A.A. Degree in Land Surveying or related field preferred.	N/A	0+ years
Surveyor II	Responsible for the operation and maintenance of survey equipment, taking field notes, data collection, performs calculations, and may assist with CADD drafting. Has general knowledge of commonly used concepts, practices, and procedures.	N/A	Receives close supervision on all aspects of assignments.	Instrument Operator Survey Technician II Survey Field Technician II		Certified Survey Technician is preferred	3+ years
Surveyor III	Responsible for operation and maintenance of survey equipment and supports calculations of survey data and mapping. Performs boundary, topography, construction stakeouts, ALTA, right of way, and construction surveys. Has in depth knowledge of commonly used concepts, practices and procedures. Assures survey technicians follow standard procedures as well as develops less experienced technicians.	Assigns tasks to necessary staff. Plans and coordinates aspects of work and reviews work created by less experienced employees.	Receives general direction of key objectives and guidance on new concepts or policies.	Survey Technician III			6+ years
	Organizes and maintains field survey crew efficiently in completing specific jobs. Accurately calculates and records field data. Reviews job specifications and plans field work methods and costs. Work as a member of a survey crew and maintains and operates all instruments and measuring devices needed to complete different types of survey work assignments. May directly supervise technicians and intrument persons.		Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. Receives direction on unusual conditions and developments.	Crew Leader I			5+ years
Surveyor IV	Organizes and maintains field survey crew efficiently in completing specific jobs. Accurately calculates and records field data. Reviews job specifications and plans field work methods and costs. Leads survey crew on complex survey engagements. Performs training and quality checks for all survey field work. Directly supervises technicians and participates in personnel actions involving field crew.		Receives administrative supervision with assignments given in terms of broad general objectives and limits	Crew Leader II			8+ years
Surveyor V	Organizes and maintains field survey crew efficiently in completing specific jobs. Accurately calculates and records field data. Reviews job specifications and plans field work methods and costs. Leads survey crew on complex survey engagements. Performs training and quality checks for all survey field work. Directly supervises technicians and participates in personnel actions involving field crew.	Assigns tasks to necessary staff. Plans and coordinates aspects of work and reviews work created by less experienced employees.	Receives administrative supervision with assignments given in terms of broad general objectives and limits	Office Surveys Coordinator, Field Survey's Coordinator			5+ years

HR Job Code	General Characteristics	Managerial Responsibilities	Supervision Received	Titles	Licensure Certification	Education	Years
Surveyor VI	Performs a variety of in office and field tasks associated with land surveying, engineering, and construction projects. With academic and further on the job training possess ability to conducts survey computations and data collection, computed aided design and drafting, GIS activities, etc. May make field visits to conduct observations and data gathering.	N/A	Receives close supervision on all aspects of assignments and works under direction of experienced surveyor	Land Surveyor in Training	AS/Bachelors' Degree, Surveying	LSIT	5+ years
Surveyor VII	Ensure the preparation of accurate and complete work products, review work performance of field and office survey staff, perform quality control review of design plans, and performs complex technical survey design tasks. As a PM consistently meet and exceed client expectations by effectively managing project budget, scope, and schedule. Provides training for field and office personnel. Knows and applies fundamental concepts, practices, and procedures as well as understands other aspects within related fields.	Assigns tasks to necessary staff. Plans and coordinates aspects of work and reviews work created by less experienced surveyors. Prepares scope, budgets, and schedules for assignments. Assists with proposals to provide professional services.	Receives general direction of key objectives and guidance on new concepts or policies.	Project Surveyor, Project Manager, Task Manager	AS/Bachelors' Degree, Surveying or equivalent experience	LS	10+
Surveyor VIII	Provides leadership and management within a survey department or large project. Manages staff on a day to day basis and supports the Regional Survey Manager with business development and client relationship activities. Knows and applies fundamental concepts, practices, and procedures of surveying and project delivery. Also possesses knowledge of related fields.	Supervises all staff necessary to complete assignments. Reviews and approves scopes, budgets, and schedules for assignments. Prepares proposals to provide professional services. May partake in personnel actions.	Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. Receives direction on unusual conditions and developments.	Senior Surveyor, Sr. Project Manager	AS/Bachelors' Degree, Surveying or equivalent experience	LS	15+
	Provides leadership and management within a survey department or large project. Manages staff on a day to day basis and supports the Survey Department Manager with business development, project financials and client relationship activities. Knows and applies fundamental concepts, practices, and procedures of surveying and project delivery. Also possesses knowledge of related fields.	Supervises all staff necessary to complete assignments. Reviews and approves scopes, budgets, and schedules for assignments. Tracks budgets vs effort and project deliverables. Prepares proposals to provide professional services. May partake in personnel actions.		Assistant Department Manager			
Principal	Makes decisions with broad influence over the activities the organization. Makes authoritative decisions and recommendations that are conclusive and have a far reaching impact on the org. Demonstrates a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive programs and activities with major consequences.	Leads an entire program, organization, or multiple areas of an organization. Decides the kind and extent of engineering related programs are needed for accomplishing the objectives of an org.	Receives general administrative direction form the BOD or CEO if not CEO.	BUM, CEO, COO, PAM, OUM	Bachelor's Degree in Engineering	PE	25+ years

Item 3.

All equipment, supplies and materials necessary to the execution of this contract.

Equipment, supplies and materials will be evaluated on a case by case basis depending on actual task assignment requests.

Item 4.
Names of key personnel instrumental to this contract

Key Personnel as listed in the submitted organization chart.

Robert Beltran, PE
Amy Tracy
Scott Ethier, PE
Mike Pekkala, PE
Alba Mas, PE
Mike Urchuk, RLA
Hannah Hart
Daryll Joyner
Lisa Kelley, JD
Nicole Gough, PWS
Jan Mandrup Poulsen

Additional personnel as listed in the submitted organization chart.

Giacomo Licari, PE
Andrew Starling, EI
Elana Novak, EI
Kenneth Yinger, PE
Tristan McMannis, PLA, LEED AP, BD+C
Daniel Atilano, AIA, LEED AP
Ricardo Jimenez, PE
Rishi Immanni, PE, GISP
Mike Simmons, PG
Aziza Baan, GISP
Michael Sadler
Kaylene Wheeler
Devan White, PE
William Hinkle, PSM
Amar Nayegandhi, CP, CMS, GISP

Item 5.

Labor Multiplier

Calculation

Polk County, FL

Direct Labor		1.0000
Overhead/General/Administrative		1.6777
Subtotal		2.6777
Profit	12%	0.3213
Total		2.9990

EXHIBIT C

REIMBURSABLE COST SCHEDULE

Fran McAskill
Director
Procurement Division

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

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1.	Reproduction Cost		
	A. Regular Copying	Single Side	Double Sided
	8 ½ x 11 (black & white)	$ 0.15/page	$ 0.25/sheet
	8 ½ x 11 (color)	$ 0.30/page	$ 0.40/sheet
	8 ½ x 14 (black & white)	$ 0.15/page	$ 0.25/sheet
	8 ½ x 14 (color)	$ 0.30/page	$..0.40/sheet
	11 x 17 (black & white)	$ 0.25/page	$ 0.35/sheet
	11 x 17 (color)	$ 0.40/page	$ 0.50/sheet
	9 ½ x 24 Single Side Only	$ 1.00/page	
	17 x 22 Single Side Only	$ 2.00/page	
	18 x 24 Single Side Only	$ 2.00/page	
	24 x 36 Single Side Only	$ 3.00/page	
	30 x 30 Single Side Only	$ 5.00/page	
	32 x 34 Single Side Only	$ 5.00/page	
	Other sizes-per square inch	$ 0.03/page	
	Compact Digital Disk	$ 6.00/disk	
	B. Blueprint Copy		$10.00/page
2.	Subcontractor Services		Actual Costs
3.	Special Consultants		Actual costs
4.	Computer Services		Non-reimbursable
5.	Travel Expenses		In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
6.	Postage, Fed Express, UPS		Actual Costs
7.	Pre-approved Equipment (includes purchase and rental of equipment used in project)		Actual Costs

EXHIBIT D

INSURANCE DOCUMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/22/2025

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 MARSH USA, LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386	CONTACT NAME: Ashley Oliver PHONE (A/C, No, Ext): 410 347 3631 FAX (A/C, No): E-MAIL ADDRESS: Ashley.Oliver@marsh.com
CN102736896-7/1-1.1a-25-26 GAWU	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The Charter Oak Fire Insurance Company 25615 INSURER B : The Travelers Indemnity Company Of America 25658 INSURER C : Travelers Property Casualty Co. Of America 25674 INSURER D : Beazley Insurance Company, Inc. 37540 INSURER E : N/A N/A INSURER F :
INSURED DEWBERRY ENGINEERS INC. 1479 TOWN CENTER DRIVE, SUITE D214 LAKELAND, FL 33803-7974	

COVERAGES **CERTIFICATE NUMBER:** CLE-007355523-03 **REVISION NUMBER:** 4

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 X CONTRACTUAL INS. COV. [ ] (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	P-630-7792B312-COF-25	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	810-1N788974-25-43-G	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP / COLL DED:	$ 2,000,000 $ $ $ $ 1,000
C	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		CUP-4J583077-25-43	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-6P972264-25-43-G	07/01/2025	07/01/2026	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
D	PROFESSIONAL LIABILITY			V11B5E251601 RETRO. DATE: FULL PRIOR ACTS	07/01/2025	07/01/2026	PER CLAIM/AGGREGATE	5,000,000

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

RE: DEWBERRY PROJECT/JOB/PLN # 50151887, BU2705, LAKE MARION BOAT RAMP; CLIENT CONTRACT #2022-062-04

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA POLICIES. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT.

SEE ACORD 101.

CERTIFICATE HOLDER

POLK COUNTY PARKS AND NATURAL RESOURCES
ATTN: CORAL WHITE
4177 BEN DURRANCE ROAD
BARTOW, FL 33803

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 of Marsh USA LLC

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AGENCY CUSTOMER ID: CN102736896

LOC #: Washington

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH USA, LLC.		DEWBERRY ENGINEERS INC. 1479 TOWN CENTER DRIVE, SUITE D214 LAKELAND, FL 33803-7974
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

AS RESPECTS THE PROFESSIONAL LIABILITY COVERAGE EVIDENCED ABOVE, IF THIS POLICY IS CANCELLED BY THE INSURER, OTHER THAN FOR NON-PAYMENT OF PREMIUM, THE INSURER WILL PROVIDE 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER. AS RESPECTS THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY, AND WORKERS' COMPENSATION COVERAGES EVIDENCED ABOVE, NOTICE OF CANCELLATION WILL BE PROVIDED BY THE INSURER(S) TO THE CERTIFICATE HOLDER PER THE ATTACHED AS REQUIRED BY WRITTEN CONTRACT.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BLANKET CANCELLATION AND NONRENEWAL NOTICE

This endorsement modifies insurance provided under the following:

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

In the event of cancellation or nonrenewal or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or nonrenewal or material change to:

SCHEDULE

Any person or organization to whom you have agreed to under any contract or agreement that notice of cancellation or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or nonrenewal or material change of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

3. **Number of days advance notice:**

Cancellation for nonpayment of premium:		Days
Cancellation other than nonpayment of premium:	30	Days
Nonrenewal:		Days
Material change:		Days

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION
(CONTINUED ON IL T8 06)

ADDRESS:
SEE IL T8 06

FAIRFAX
VA
22031

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES NOTICE FROM US OF THE
CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS
SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R4 (00) - 001

POLICY NUMBER: UB-6P972264-25-43-G

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	**Number of Days Notice:**
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON RENEWAL OF THIS POLIC Y WILL BE GIVEN, BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQU EST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NA MED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON RENEWAL OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGA NIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	30

All other terms and conditions of this policy remain unchanged.

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 Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____
DATE OF ISSUE: 06-06-25 ST ASSIGN:

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NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Effective date of this Endorsement: 01-Jul-2025
This Endorsement is attached to and forms a part of Policy Number: V11B5E251501
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

DEWBERRY NOTICE OF CANCELLATION TO CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the provisions of the Cancellation section of the Conditions, if this policy is cancelled by us, other than for non-payment of premium, we will provide 30 days written notice to the following party(ies):

As per list to be provided by the Named Insured or its Broker of Record.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Project No. 3500027

FY2025 Community Investment Program / FY2025 - FY2029 Project Detail

GENERAL PROJECT DATA:
Project Title: **Boat Ramp/ADA Dock Construction Program**
Functional Area : Parks and Recreation
Department: Deputy County Manager
Location: Various Waterfront Park Sites

COMPREHENSIVE PLAN INFORMATION:
Project listed in CIE? Yes
Comp. Plan reference: 3.502-E8, 3.502-F3
LOS/Concurrency Related: Yes

PROJECT NEED CRITERIA	
Safety	X
Mandate	
Replace	X
Growth	X

PROJECT SCHEDULE	FY25 1 2 3 4	FY26 1 2 3 4	FY27 1 2 3 4	FY28 1 2 3 4	FY29 1 2 3 4
Desgn/Arch					
Land/ROW					
Construct					
Equipment					

PROJECT DESCRIPTION:
Two per year, various sites as deemed necessary by staff safety inspections and priority listing by Lakes Access Advisory Committee. An engineering analysis was completed for a replacement boat ramp at Lake Hancock. Design was funded by a new Lake and River Enhancement Program State grant. Lake Hancock design is complete with construction starting FY18 through FY 20. The Lake Hancock boat ramp was completed. The Lake Buffum replacement boating facility design and construction is anticipated FY 19 through FY 24. Lake Marion and additional boat ramp and dock construction planned for future years.

PROJECT RATIONALE (Include Additional LOS Detail, if necessary):

OPERATING BUDGET IMPACT:
No change to existing staff (Lake River Enhancement Crew).

FUND/COST CENTER
12181.350572045
10857.350572048

REPLACEMENT COUNTY PROPERTY NO.: N/A

	Prior Cumm.	FY24 Budget	FY24 Projected Expense	FY25	FY26	FY27	FY28	FY29	Future Years	Proposed Project Total
EXPENDITURE PLAN										
Design/Arch/Eng		30,230	30,000	333,120						363,120
Land (or ROW)		0		0						
Construction	ongoing	2,025,263	1,170,000	2,275,263	130,000	130,000	130,000	130,000		3,965,263
Other		0		0						
Equipment		0		0						
Total Project Cost		2,055,493	1,200,000	2,608,383	130,000	130,000	130,000	130,000	0	4,328,383
FUNDING PLAN										
12181 Fund (FBIP)	ongoing	2,055,493	1,200,000	1,608,383	130,000	130,000	130,000	130,000		3,328,383
12264 E Park Impact Fees				1,000,000						1,000,000
10857 Boat Impr Grant		0		0						
10857 County Match		0		0						
Total Funding		2,055,493	1,200,000	2,608,383	130,000	130,000	130,000	130,000	0	4,328,383
OPERATING BUDGET IMPACT										
Personal Svc.										
Non-personal										
Capital										0
Total Operating	0	0	0						0	



REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE) Breezi Hicks
Noah Milov ✓

FROM: Brandy Gray 534-7377
(Name and Phone Number)

DATE: 05/14/2025

RETURN TO: Brandy Gray PW06
(Name and Box Number)

DIVISION: Parks & Natural Resources

BOARD AGENDA DATE: _____

COUNTY MANAGER ITEM: ☐

PROJECT: Lake Marion Boat Ramp

CSA/CONTRACT NUMBER: 2022-062-04

MODIFICATION NUMBER: _____

CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: _____

NAME OF CONSULTANT/CONTRACTOR: Dewberry Engineers Inc.

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL: Please review the CSA with Dewberry Engineers Inc. to provide professional engineering services for the Lake Marion Boat Ramp.

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

Assigned Staff: Noah

Log-In Date: JUL 30 2025

CAO Project Number: 2025-488

Log-Out Date: 8/8/2025


RECEIVED
AUG 1 1 2025
Parks and Natural Resources Division, ADM

Agenda Item H.1. 9/2/2025

SUBJECT

Appoint Harriet Rewis Rust as a Member (Seat 2) of the Polk County Historical Commission, for the three-year term, October 1, 2025 through September 30, 2028. (District 1 Appointment)

DESCRIPTION

Purpose of Layboard: To collect and preserve historical materials relating to the history of Polk County and Florida. The Polk County Historical Commission shall also work to develop and establish reliable and sustainable sources of public, private and enterprise funding to ensure the continued operation of the Polk County Historical Museum and the Polk County Genealogical Library, and shall serve as an advisory commission to the Board of County Commissioners and the staff of the museum, library and Historic Preservation Manager.

Creating Authority: Established by Legislation in 1937 and amended over the years. Further updated and amended by the Florida Legislature in adopting CS/HB 745 in 2011, which was approved by the Governor on June 21, 2011. This act was codified as Chapter 2011-250 of the Laws of Florida.

Appointments: The membership of the advisory board shall consist of nine (9) members, who are electors of Polk County, Florida, and are appointed by the BoCC pursuant to the provisions of Chapter 2011-250 of the Laws of Florida.

Terms: Members shall serve initial staggered terms as set out in Section 2 of Chapter 2011-250. Thereafter, members shall serve staggered terms of three years each. Vacancies shall be filled by the BoCC for the unexpired term in the same manner as the original appointment. Members may be reappointed to serve one additional term.

Reason for Appointment: Expiration of final term of previous member, Jinx Wilson Chaney.

RECOMMENDATION

Appoint Harriet Rewis Rust as a Member (Seat 2) of the Polk County Historical Commission, for the three-year term, October 1, 2025 through September 30, 2028. (District 1 Appointment)

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Kay Suggs
Executive Assistant to the Board
KaySuggs@polk-county.net

Harriet Rewis Rust

863-210-5051 Home

863-258-7800 preferred contact number

1830 Pawnee Trail

Email: Azaleahill@msn.com

Lakeland, Florida 33803

Employment History

Azalea Hill Ltd.	Owner/Designer	1985-2000 Retired
Floral Designer	Throughout USA	1960-1984

Education

Haines City High School Class of 1959

Attended Florida State University Florida Southern College

Community Service and Volunteerism

Polk County Historical Commission

Polk County Historical Commission Marker Com. Chair

Polk County Art, Culture and Heritage, TDC

Lifetime Member of Polk County Historical Assn./Board

PCHA Board of Directors

PCHA/Heritage Partner, Co-Chairperson

First United Methodist Church, Lakeland FL

FUMC Altar Guild

DUMC 65 year member

FUMC Conference Commission on Archives & History

Polk County Citrus Label Committee

Polk Art Alliance , Business Art Committee

Central Florida Diplomat of Tourism

Campbell County, VA, Historical Society, Lifetime Member

Burke County N.C. Historical Society

Davenport Historical Society , Past President

Polk County School Board, School Naming Committee

Davenport Arts, & Cultural Alliance Founder

Cromartie Family Association, South River Historical Foundation, NC Member

Northeast Polk County Historical Society

Florida Certified Tourism & Marketing

Restoration Chair, Historic Rust Cemetery , NC

Florida Southern College Spivey Society

Certified Ambassador of Tourism & Sports

Polk County Historical Association 2021 Pioneer of the Year, American Presidential Volunteer Service 09-17

Polk Arts and Culture Hall of Fame 2023

NE Polk County Chamber Hall of Fame 2020

Founder Original Florida Highwaymen Weekend Extravaganza , Founder "Front Porch Memories " pioneers

Daughters of the American Revolution National Historic Preservation Medal 2025

Heritage

Fifth Generation Native Floridian

Second Generation Native of Polk County

Date of Birth: 10/21/1941 Married 55 Yrs. 3 Grown Children 3 Grand children

Agenda Item I.1. 9/2/2025

SUBJECT

Reappoint Pauline Simmonds-Brown as a member of the Citizens Health Care Oversight Committee, representing Minorities, for the four-year term, September 15, 2025 through September 14, 2029. (District 3 Appointment)

DESCRIPTION

Purpose of Layboard: The Citizens Health Care Oversight Committee will ensure the integrity of the expenditure of Indigent Health Care Sales Tax funds and provide a forum for citizen participation in health care planning.

Creating Authority: In accordance with Ordinance Nos. 03-89, 04-14, 04-72, 05-23, 08-142, Florida Statute 212.055.

Appointments: The Board shall approve Polk County Citizens to serve on the Committee. Members represent Senior Citizen, Work Force (Skilled Labor Representative), Children's Interest, Business Community, Public Health Director (or designee), Hospital Executive, Health Care Clinic or Pharmacy, Quality of Life Professional, Primary Care Physician, School Board, Minority Representative, Specialist Physician and Health Insurance Industry.

Term: Members are appointed for a four-year term. Upon appointment, each member may be requested to serve successive terms beyond the four-year term with Board approval. (Resolution Number 23-057).

Reason for Appointment: Expiration of current term.

RECOMMENDATION

Reappoint Pauline Simmonds-Brown as a member of the Citizens Health Care Oversight Committee, representing Minorities, for the four-year term, September 15, 2025 through September 14, 2029. (District 3 Appointment)

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Kay Suggs

Executive Assistant to the Board
KaySuggs@polk-county.net

Pauline Simmonds-Brown

Central Florida Resident (863) 899-9845 pmbrown47@gmail.com

Profile

Motivated, personable and professional with education that has supported successful employment over many years. Diplomatic and tactful with professionals and non-professionals at all levels. Demonstrated ability in handling sensitive, confidential records. Demonstrated history of producing accurate, timely multilevel reports.

Flexible and versatile – able to maintain focus under pressure. Poised and competent with demonstrated ability to easily transcend cultural differences. Thrive in deadline-driven environments. Team-building skills for multilevel cross-generational learners through program coordination and project implementation.

Skills Summary

- Quality Systems Integration and Management
- Technical Writing
- Strategic Planning
- Project Management
- Data Management
- Outcomes Measurement
- Budgeting
- Team Management
- Facility Operations

Professional Experience

- Redevelop and lead tri-county collaborative conversations on post-secondary attainment for students to promote community financial stability. Presenting data to stake holders, grant writing for funding, and engaging communities, using various tools including social media.
- Design and deliver series of trainings, reports and presentations for internal and external teams educating diverse employees and community groups, using various Microsoft tools.
- Research Coordinator and Principle Investigator for national study trials for FDA Biologics New Drug submissions
- Software and laboratory equipment purchase, verification, validation, integration implementation and maintenance.
- Manage 70 plus staff in the areas of internal and programs development, coordination and implementation in areas of transfusion medicine, equipment management, safety, testing, quality assurance, logistics marketing and training.
- Oversee regional operations of staff recruitment, facility operations, internal and external customer service
- Develop and implement strategic plan for business: Project coordination, management and implementation
  - Maintain a 1.9M operational budget and reduce expenses through efficiency of resources.
  - Create or utilize special promotions, write/design outdoor advertising and coordinate to engage community.

DETAIL MASTERY & ORGANIZATION

- Coordinated and timely communications to manage all aspects of day-to-day functions of multisite, multi-county and regional operations. Adept to multitasking.
- Manage and lead multigenerational, multi-ethnic, diverse team members through organizational change including mergers. Finances: budgeting, supervision, staffing and scheduling of over 70 employees

Pauline Simmonds-Brown

Employment History

Lakeland Regional Health-Assistant Director Laboratory Services	2022-Present
Lakeland Regional Health – Lab Supervisor	2020-2022
Project Coordinator - Drug Free Hardee	2017-2020
Education and Talent Alignment Coordinator- Polk Vision	2017-2020
Engagement Resource Coordinator-Florida Prosperty Partnership	2017-2018
Program Facilitator- Florida Prosperity Partnership	2015-2017
The HEN Journey-Owner	2015-Present
Collection Area Director - OneBlood Inc.	2013-2015
District Executive Director - Florida Blood Services	2009-2013
Interim Director Quality Assurance - BloodNet USA	2008-2009
Director of Technical Services - BloodNet USA	1997-2009
Assistant Director of Technical Services - Citrus Regional/BloodNet USA	1996-1997
Patient Focused Team Leader - Lakeland Regional Medical Center	1994-1996
Assistant Director of Technical Services - Citrus Regional Blood Center	1990-1994
Staff/Senior Medical Technologist - Lakeland Regional Medical Center	1984-1991

Education

Distinguished Toastmaster – High Performance Leader	2019
Human Resource Specialist	2014
Lean Six-Sigma Certification Systems Management	2010
Central Michigan University (MSA-Healthcare)	1993-1995
Orlando Regional Medical Center (Medical Technology)	1983-1984
University of South Florida (BS)	1980-1984
State of Florida Supervisor License SU21607 `	Current
American Society of Clinical Pathologist	Current

Community

Paws Plus Veterinary-Board Member	2024-Present
Citizens Healthcare Oversight Committee – Polk	2020-Present
Hardee County Chamber of Commerce-Leadership Class XI	2019-2020
Kiwanis Club of Lakeland	2016-present
Lakeland Loves	2016-present
Catholic Charities of Central Florida Western Region Advisory Council member	2015-present
United Way of Central Florida - Board Chair	2014-2015
United Way of Central Florida 2-1-1 - Committee Chair	2013-2015; 2019-2020
United Way of Central Florida - CIT Education 2 Chair	2013-2018
United Way of Central Florida - Woman's Leadership, Steering Committee	2012-2016
Toastmasters International - Communication and Leadership	2011-2020
United Way of Central Florida - Board Member	2009-2016
Free Life Church Children Ministry	2009-2020

8011 Ridge Pointe Dr E Lakeland Florida 33810 (863) 899-9845 pmbrown47@gmail.com

Agenda Item J.1. 9/2/2025

SUBJECT

Reappoint Tracy M. Grey as a Member of the Citizens HealthCare Oversight Committee, representing Children's Interest, for the four-year term, October 1, 2025, through September 30, 2029.

DESCRIPTION

Purpose of Layboard: The Citizens HealthCare Oversight Committee will ensure the integrity of the expenditure of Indigent HealthCare Sales Tax funds and provide a forum for citizen participation in healthcare planning.

Creating Authority: In accordance with Ordinance No. 03-89, 04-14, 04-72, 05-23, 08-142, 08-146-A, Florida Statute 212.055.

Appointments: The Board shall approve Polk County Citizens to serve on the Committee. Members represent Senior Citizen, Work Force (Skilled Labor Representative), Children's Interest, Business Community, Public Health Director (or designee), Hospital Executive, HealthCare Clinic or Pharmacy, Quality of Life Professional, Primary Care Physician, School Board, Minority Representative, Specialist Physician, and Health Insurance Industry.

Term: Members are appointed for a four-year term. Upon appointment, each member may be requested to serve successive terms beyond the four-year term with Board approval. (Resolution Number 23-057).

Reason for Appointment: Expiration of previous term.

RECOMMENDATION

Reappoint Tracy M. Grey as a Member of the Citizens HealthCare Oversight Committee, representing Children's Interest, for the four-year term, October 1, 2025, through September 30, 2029.

FISCAL IMPACT

No fiscal impact

CONTACT INFORMATION

Ana C. Pereira

Executive Assistant to the Board

AnaPereira@polk-county.net

TRACY M. GREY

810 Ashton Oaks Circle • Lakeland, FL 33813 • wlftrcy@yahoo.com • (863) 602-4304

An accomplished leader with 29 years of experience in social services, which encourages ownership and empowers staff to brainstorm and implement solutions and has an underlying commitment to deliver results in a task driven environment.

NON-PROFIT • SOCIAL SERVICES

SKILLS

- Policy Development
- Accreditation
- Staff Development
- Stakeholder/Provider Relations
- Project Management
- Conflict Resolution
- Strategic Planning
- Leadership
- Fiscal Management

EDUCATION

MASTER OF ARTS 1994
EAST TENNESSEE STATE UNIVERSITY JOHNSON CITY, TN
Criminal Justice and Criminology

BACHELOR OF SCIENCE 1992
EAST TENNESSEE STATE UNIVERSITY JOHNSON CITY, TN
Criminal Justice and Criminology

PROFESSIONAL EXPERIENCE

CHIEF COMMUNITY RELATIONS OFFICER Nov. 2017 to present
HEARTLAND FOR CHILDREN Bartow, FL

- Manages multiple departments and directors in Training, Education, Community Relations, Integrated Health, Community Partnership School, Social Media
- Involved with various external systems to include Behavioral Health, Department of Juvenile Justice, Department of Children and Families, Law Enforcement, Domestic Violence, Homeless Coalition of Polk County, Education, and Health to integrate services with child welfare
- Oversees media relations, community engagement and fund development activities
- Facilitates and participates in variety of stakeholder meetings and workgroups
- Responsible for accreditation, compliance, policy development, grant writing

DIRECTOR OF ORGANIZATIONAL DEVELOPMENT & LEARNING Jan. 2007 to Nov. 2017
HEARTLAND FOR CHILDREN Bartow, FL

- Provided oversight to Training Department to include pre-service and in-service training
- Provided oversight for internal staff development and training
- Responsible for certification requirements for child welfare professionals in Circuit 10
- Provided budget oversight and tracking for training using Title IV-E funds
- Responsible for agency accreditation through Council on Accreditation (COA)
- Provided agency oversight for policy development and tracking
- Spearheaded implementation of the Safety Decision Making Methodology in Child Welfare
- Assisted with launching initiatives such as Trauma Informed Care, Parental Well-Being, Family Team Conferencing, Family Engagement and Crossover Youth Practice Model

ASSISTANT DIRECTOR OF OPERATIONS January 2004 to January 2007
HEARTLAND FOR CHILDREN Bartow, FL

- Supervised and managed the Intake and Placement Unit, Foster Care Licensing/Relicensing Unit and provided oversight to the Comprehensive Behavioral Health Assessment process
- Provided oversight and tracked separated siblings, high end placements, and exit interviews for all children in licensed care

HUMAN SERVICES COUNSELOR August 2003 to December 2003
DEPARTMENT OF CHILDREN AND FAMILIES Lakeland, FL

- Enrolled and completed intakes for developmental disability clients
- Monitored group homes for compliance with licensing standards

EXECUTIVE DIRECTOR June 2001 to February 2003
FORT SMITH CHILDREN'S EMERGENCY SHELTER Fort Smith, AR

- Managed 15 employees and 24 bed shelter for abused, abandoned and neglected children
- Developed annual budget; responsible for grant writing, fundraising, community/media relations

ASSISTANT PROGRAM DIRECTOR October 1995 to May 2001
SPECK HOMES FOR BOYS, INC. Oklahoma City, OK

- Managed 14 employees and all treatment aspects of residential sex offenders program for boys ages 12-18
- Facilitated individual, group and family counseling sessions

BOARDS AND COMMITTEES

- United Way of Central Florida- Community Investment Team: 2023- present
- Crystal Lake Elementary, A Community Partnership School, Cabinet Chair, 2023-present
- Polk Vision Behavioral Health Committee: October 2022-present
- Appointment-Citizens HealthCare Oversight Committee-Polk County BOCC- 2021-present
- Polk County Children's Advocacy Center Advisory Board Member 2020-present
- Polk County Homeless Coalition, Continuum of Care Committee 2018-present
- Highlands County Children's Advocacy Center Advisory Board Member 2019-2022
- Florida Certification Child Welfare Advisory Board, 2011-2018
- Florida Certification Board Statewide Ethics Committee, 2012-2018
- Heartland for Children Ethics Committee, 2012-2018
- Georgetown University Crossover Youth Initiative, Project Co-Lead, 2010-2015
- Department of Juvenile Justice, Advisory Board Chair, Circuit 10, 2011-2013
- Department of Juvenile Justice Boot Camp Advisory Board, 2005-2008

CERTIFICATIONS AND ACHIEVEMENTS

- Inside Polk County Public Schools Leadership Class Member, August 2024-present
- Commendation from Polk County Sheriff Grady Judd, March 2024
- Lakeland Police Department Citizen's Academy Graduate- April 2022
- Leadership Lakeland Class of 37 Graduate- 2020
- Family Centered Practice Trainer, 2009
- Supervisory for Excellence Trainer, 2008 - present
- Certified State of Florida Child Welfare Trainer, 2007- present
- Certified Green Belt in Analytical Tools Training, 2006
- MAPP Trainer: State of Florida Foster Care System, 2005
- Certified State of Florida Child Protection Professional, 2005- present

Agenda Item J.2. 9/2/2025

SUBJECT

Reappoint Ann M. Barnhart to serve as the Hospital Executive member of the Citizens HealthCare Oversight Committee for the four-year term, October 1, 2025, through September 30, 2029.

DESCRIPTION

Purpose of Layboard: The Citizens HealthCare Oversight Committee will ensure the integrity of the expenditure of Indigent HealthCare Sales Tax funds and provide a forum for citizen participation in healthcare planning.

Creating Authority: In accordance with Ordinance No. 03-89, 04-14, 04-72, 05-23, 08-142, 08-146-A, Florida Statute 212.055.

Appointments: The Board shall approve Polk County Citizens to serve on the Committee. Members represent Senior Citizen, Work Force (Skilled Labor Representative), Children's Interest, Business Community, Public Health Director (or designee), Hospital Executive, HealthCare Clinic or Pharmacy, Quality of Life Professional, Primary Care Physician, School Board, Minority Representative, Specialist Physician, and Health Insurance Industry.

Term: Members are appointed for a four-year term. Upon appointment, each member may be requested to serve successive terms beyond the four-year term with Board approval. (Resolution Number 23-057).

Reason for Appointment: Expiration of previous term.

RECOMMENDATION

Reappoint Ann M. Barnhart to serve as the Hospital Executive member of the Citizens HealthCare Oversight Committee for the four-year term, October 1, 2025, through September 30, 2029.

FISCAL IMPACT

No fiscal impact

CONTACT INFORMATION

Ana C. Pereira

Executive Assistant to the Board

AnaPereira@polk-county.net

ANN M. BARNHART

1270 W. LAKE HAMILTON DR.
WINTER HAVEN, FL 33881

CELL (863) 899-0852
AMVJTB@AOL.COM

SUMMARY PROFILE

An accomplished healthcare leader with 40 years of progressively responsible experience as COO, CEO and Division President in an investor-owned hospital management company. Proven skill with leading hospital turnarounds, building market share, recruiting physicians, strengthening employee engagement, improving patient and physician satisfaction, improving operating efficiencies, and enhancing profitability.

EXPERIENCE

ADVENTHEALTH (September 2019-Present) Altamonte Springs, FL
A not-for-profit, faith-based hospital system which operates 52 hospitals in nine states.

Vice President | Strategy and Growth West Florida Division (April 2022-Present) Tampa, FL
Develop strategic initiatives supported by market data in collaboration with Hospital Executives to grow market share.

CHIEF BUSINESS DEVELOPMENT OFFICER (September 2019-April 2022) Polk County, FL
Responsible for business development planning, facilitating business growth through customer and market definition, and developing market strategy for Polk County.

COMMUNITY HEALTH SYSTEMS: MARKET CEO (February 2014-August 2019) Franklin, TN
CHS is an integrated health care system of 106 hospitals in 18 states nationwide. Responsible as Market CEO over 3 hospitals in Polk County.

HEALTH MANAGEMENT ASSOCIATES, INC. (Aug 1993-January 2014) Naples, FL
HMA was an integrated healthcare system comprised of 72 hospitals and associated surgery centers, imaging centers, and employed physician practices. HMA was acquired by CHS in February 2014.

HOSPITAL CEO/MARKET CEO (July 2013-August 2019) Davenport, FL
Transitioned through HMA acquisition by Community Health Systems (CHS). Primary responsibility as CEO of Heart of Florida Regional Medical Center, a 193 licensed bed acute care facility. As Market CEO, provide oversight of executive teams of 2 hospitals in the Polk County market. Executive oversight of 2 Urgent Care Centers, Employed Physician Practice Group, ASC, and FSED.

NOTABLE ACCOMPLISHMENTS

- Developed system integration strategy for 4 hospitals in central Florida network (market overlap concerns mitigated through network strategy development)
- Net Revenue growth Y/Y in highly penetrated managed care environment
- Developed hospitalist program for market hospitals

- Key physician recruitment to support high margin service lines
- Partnered with 14 surgeons to build a De Novo ASC
- Double digit growth in admissions, surgeries, ED and Urgent Care visits
- Developed plan for strategically located FSED (opened March, 2019)
- Marked improvement in Employee, Physician, and Patient (HCAHPS) satisfaction

DIVISION CEO AND SENIOR VICE PRESIDENT (May 2006-July 2013) Naples, FL
Provide oversight of the executive teams of 12 hospitals and associated surgery and imaging centers in MO, TX, OK, WA. Responsible for strategic direction, financial performance ($1B net revenue), corporate compliance, physician engagement, executive development, capital budgets, and community and advisory board relations. Western Division hospitals ranged from smaller rural markets to competitive non-urban and metroplex markets. Actively involved in new hospital acquisitions and potential acquisitions. Over a 7 year period had been responsible for division hospitals in; TN, AR, FL, GA, WV and KY.

NOTABLE ACCOMPLISHMENTS

- Net revenue growth Y/Y through development of services with high contributing margin and aggressive revenue cycle management (obtained statutory Medicaid exemption for one hospital)
- Average annual EBITDA growth of $5.3M (2006-2011)
- Successful completion of 6 whole hospital JV's
- Reduced employed physician practice losses by 18% inclusive of start up practices
- Acquisition of key surgery, urgent care, and imaging centers (8 in total)
- Over $350M in major facility expansion projects completed including full replacement hospitals
- Significantly improved HCAHPS and Core Measure Scores (composite score 98.5)
- Excellent outcomes on JC Surveys
- Appointed chair of HMA council on Leadership Growth and Development
- Implemented physician leadership groups throughout the division
- Transitioned first JV hospital with not-for-profit Orlando Health System

CHIEF EXECUTIVE OFFICER (March 2002-May 2006) Davenport, FL
Heart of Florida Regional Medical Center
Leadership of a 142 bed licensed acute care facility which has seen unprecedented growth in service utilization and expansion since moving into its new building location in 1997.

NOTABLE ACCOMPLISHMENTS

- Grew hospital from 75 to 142 licensed beds

- Grew Net Revenue 30%
- Significant admission growth through recruitment of needed PCPs, specialty physicians, and market redirect of split admitters
- Developed Interventional Cardiology, Spine and Joint Replacement service lines
- Grew Obstetrics and Vascular service lines
- Improved Market Share (40% to 65% PSA)
- Recognized as Top 21 Women for the 21st century by *The Ledger* (County Publication)

CHIEF EXECUTIVE OFFICER (October 1998-March 2002) Louisburg, NC
Franklin Regional Medical Center
Administrative and financial responsibility for an 85 bed acute care facility which underwent significant expansion/renovation and service development and expansion.

NOTABLE ACCOMPLISHMENTS

- Improved hospital image and community confidence through facility renovation, new ER construction, needed physician recruitment for service line development and improved quality services.
- Transitioned hospital through closure of non profitable acute psychiatric services into profitable cardiac and surgical service programs.
- Developed affiliation agreement with tertiary trauma center in Raleigh, for development of local cardiac and renal service

AFFILIATIONS

Member, American College of Healthcare Executives
Member, Sigma Theta Tau-Mu Beta Chapter
Board Member Winter Haven Chamber of Commerce (Incoming Chair)
Executive Board Member Winter Haven Economic Development Council
District Board of Trustees Member Polk State College (Vice Chair)
Board Member Polk County Citizen Oversight Committee
Board Member Givewell Foundation
Appointed to Governor DeSantis Healthcare Advisory Transition team (Dec-Jan 2018/19)

EDUCATION

SOUTHERN CONNECTICUT STATE UNIVERSITY (1989) New Haven, CT
Master of Science in Nursing Administration

COLUMBIA UNIVERSITY New York City, NY
Began Graduate Studies

SOUTHERN CONNECTICUT STATE UNIVERSITY New Haven, CT
Bachelor of Science in Nursing

References: Furnished upon request

Agenda Item L.1. 9/2/2025

SUBJECT

Reappoint Peter S. Verrill, MD as a member of the Citizens Health Care Oversight Committee, representing Specialist Physicians, for the four-year term, September 19, 2025 through September 18, 2029. (Chairman's Appointment)

DESCRIPTION

Purpose of Layboard: The Citizens Health Care Oversight Committee will ensure the integrity of the expenditure of Indigent Health Care Sales Tax funds and provide a forum for citizen participation in health care planning.

Creating Authority: In accordance with Ordinance Nos. 03-89, 04-14, 04-72, 05-23, 08-142, 08-146-A, Florida Statute 212.055

Appointments: The Board shall approve Polk County Citizens to serve on the Committee. Members represent Senior Citizen, Work Force (Skilled Labor Representative), Children's Interest, Business Community, Public Health Director (or designee), Hospital Executive, Health Care Clinic or Pharmacy, Quality of Life Professional, Primary Care Physician, School Board, Minority Representative, Specialist Physician and Health Insurance Industry.

Term: Members are appointed for a four-year term. Upon appointment, each member may be requested to serve successive terms beyond the four-year term with Board approval. (Resolution Number 23-057).

Reason for Appointment: Expiration of current term.

RECOMMENDATION

Reappoint Peter S. Verrill, MD as a member of the Citizens Health Care Oversight Committee, representing Specialist Physicians, for the four-year term, September 19, 2025 through September 18, 2029. (Chairman's Appointment)

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Kay Suggs

Executive Assistant to the Board
KaySuggs@polk-county.net

May 5, 2023

Peter S. Verrill, MD
305 Hamilton Shores Dr. NE
Winter Haven, FL 33881
863-660-1623

EDUCATION

FACOG: Board Certified, June, 1978

OB-GYN Chief Resident 1975-1976 SUNY Kings County Hospital, Brooklyn, NY

MD, SUNY Brooklyn, NY, June, 1973

AB, Hamilton College, Clinton NY, Biology Major 1965-1969

WORK HISTORY

Currently Retired

OB-GYN, Gessler Clinic and Winter Haven Hospital, Winter Haven Women's Hospital (Regency), July, 1976-January, 2017.

Two terms as Chair of OB-GYN and two terms as Chair of Surgery Department

Chair of Executive Committee and member of Winter Haven Hospital Board of Trustees, 2000-2002

President of the Medical Staff 1998-2000

Vice President of the Medical Staff 1996-1998

Secretary of the Medical Staff 1994-1996

Member: Polk County Medical Association and delegate to the FMA until retirement

COMMUNITY SERVICE

Medical Director LifeChoice Pregnancy Resource Center 1989-2016

Pride of Polk County President 1978-1985

HOA secretary 20 years (current)

Country Club of Winter Haven Board and Chair of Membership Committee past 8 years

Haley Center volunteer physician 10 years ended 2017

We Care of Polk County volunteer physician until retirement

Symphony Guild of Winter Haven, Treasurer 2016-present

Citizens Oversight Committee, Polk County Board of Commissioners 2017-present

IRB, voting member representing Winter Haven Hospital, current

Bartow Adult Concert Band

St. Joseph Catholic Church Choir 44 years

St. Joseph Catholic Church Education Endowment Fund Secretary 1991-present

LANGUAGES

English: Native Language

Signed and Dated:

Peter S. Verrill, MD

Agenda Item L.2. 9/2/2025

SUBJECT

Reappoint Christina Criser Jackson as a member of the Citizens Health Care Oversight Committee, representing Quality of Life Professional, for the four-year term, October 1, 2025 through September 30, 2029. (District 2 Appointment)

DESCRIPTION

Purpose of Layboard: The Citizens Health Care Oversight Committee will ensure the integrity of the expenditure of Indigent Health Care Sales Tax funds and provide a forum for citizen participation in health care planning.

Creating Authority: In accordance with Ordinance Nos. 03-89, 04-14, 04-72, 05-23, 08-142, 08-146A, Florida Statute 212.055.

Appointments: The Board shall approve Polk County Citizens to serve on the Committee. Members represent Senior Citizen, Work Force (Skilled Labor Representative), Children's Interest, Business Community, Public Health Director (or designee), Hospital Executive, Health Care Clinic or Pharmacy, Quality of Life Professional, Primary Care Physician, School Board, Minority Representative, Specialist Physician and Health Insurance Industry.

Term: Members are appointed for a four-year term. Upon appointment, each member may be requested to serve successive terms beyond the four-year term with Board approval. (Resolution Number 23-057).

Reason for Appointment: Expiration of current term.

RECOMMENDATION

Reappoint Christina Criser Jackson as a member of the Citizens Health Care Committee, representing Quality of Life Professional, for the four-year-term, October 1, 2025 through September 30, 2029. (District 2 Appointment)

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Kay Suggs

Executive Assistant to the Board
KaySuggs@polk-county.net

CHRISTINA CRISER JACKSON

923 FAIRLINGTON DRIVE • LAKELAND, FLORIDA 33563

CHRISTINA.CRISER@UWCF.ORG • CELL: 850.591.4795 • WORK: 863-648-1500 EXT. 246

PROFESSIONAL EXPERIENCE

United Way of Central Florida, Lakeland, Florida

- ***President and CEO*** 2018-Present
- ***Vice President of Resource Development*** 2015-2019
- ***Vice President of Major Gifts and Young Leader Engagement*** 2012-2015
- ***Director of Leadership Giving Association*** 2008-2012

United Way Worldwide, Alexandria, Virginia

- ***Summer Associate*** 2008

University of Florida Family, Youth, and Community Sciences, Gainesville, Florida

- ***Graduate Assistant*** 2006-2008

EDUCATION

Master of Science in Family, Youth, and Community Sciences,
Specialization in Nonprofit, Minor in Decision Information Sciences 2010
University of Florida, Gainesville, Florida

Bachelor of Arts in English, Minor in Nonprofit Administration 2006
University of Florida, Gainesville, Florida

UNITED WAY COMMITTEES AND ENGAGEMENT

United Way Worldwide
Diversity, Equity and Inclusion Committee 2020
Advanced Leadership Program 2019
Leaders Engaged in Accelerated Leadership (LEAD) Board Member 2017-present

United Way of Florida, State Association
Diversity, Equity and Inclusion Committee 2020-present
State Conference Committee 2017-present
Roundtable Planning Committee 2013-2017
Roundtable Presenter 2014

United Way of Florida with the Children's Movement of Florida, ReadingPals
UWCF Womens Leadership Council Representative 2015-2018
ReadingPal Mentor 2011-2017

United Way of Central Florida, Leadership Giving Association 2008-present
Tocqueville and Démocratie Society Member 2016-present
Leadership Giver (Women United; Young Leaders Society) 2008-present

COMMUNITY COMMITTEES & MEMBERSHIPS

GiveWell Community Foundation, Board 2021-present
Polk Vision, Board 2020-present
Assoc. of Fundraising Professionals FL Caucus, Secretary, Executive Cmte. & Board 2016-present
Assoc. of Fundraising Professionals Polk, Pres., Caucus Rep., VP of Membership & Board 2009-2019
Junior League, Lakeland, Sustainer, CRPD Chair, Nominating Cmte., Provisional Chair 2009-present
Talbot House Ministries, Fundraising Committee 2015-present

COMMUNITY COMMITTEES & MEMBERSHIPS - CONTINUED

Lakeland Chamber of Commerce, EMERGE Member, Steering & Volunteer Committee	2008-2019
Winter Haven Chamber of Commerce, Endeavor Member	2013-2019
Bartow Chamber of Commerce, Engage Member	2014-2019
Lakeland Regional Hospital, Patient & Family Consultant Cmte. & Women in Philanthropy	2015-2017
Florida Polytechnic University, Poly Fellow and Poly Think Tank Member	2015-2017
Polk Museum of Art, Member	2012-present
Alpha Delta Pi Alumni Assoc. Chapter, Finance, & Recruitment Advisor, & Exec. Cmte.	2008-present
University of Florida Alumni Association, Member and Past Young Alumni Cmte. Member	2006-present
Children's Miracle Network at Shands Children's Hospital, Dance Marathon at UF Alumni Member	2002-2016
Youth & Family Alternatives GWH Youth Shelter Leadership Council Member & Chair	2010-2016

ADDITIONAL RECOGNITION & ACHIEVEMENTS

University of Florida 40 Gators Under 40, University of Florida	2020
Florida Blue Key Leadership Honorary Tapped Member and Alumni, University of Florida	2004-present
Leadership Lakeland, Lakeland Area Chamber of Commerce, Lakeland, Florida	2012-2013
EMERGE Serves Graduate, EMERGE Lakeland, Lakeland, Florida	2013-2012
P2P Mentor, EMERGE Lakeland, Lakeland, Florida	2012
Polk Emerging Leaders Awards, PELA, Polk, Florida	2011
EMERGE Volunteer of the Year, Emerge Lakeland, Lakeland, Florida	2011

Agenda Item M.1. 9/2/2025

SUBJECT

Appoint new members to the Community Relations Advisory Council (CRAC). (No Fiscal Impact)

DESCRIPTION

The Community Relations Advisory Council was established by Board resolution on February 2, 1993, and amended on December 21, 1993. Its 21 members represent a broad spectrum of the community, including African American, Hispanic, Asian American, and other racial minority groups; persons with physical impairments; and citizens engaged in economic development, equal employment, affordable housing, retail, management, real estate, banking and finance, and law enforcement. A County Commissioner must also serve on the council, and cannot be replaced by a private citizen or staff designee.

The appointments of Abdulrahim Al-Khatib, Sharon Lewis Mathis, and Dr. Shandale Terrell will ensure CRAC continues to reflect a diverse range of experiences and perspectives, strengthening its ability to address issues affecting all residents. These members will serve four-year terms from September 2, 2025, through September 2, 2029.

RECOMMENDATION

Recommend appointing Abdulrahim Al-Khatib, Sharon Lewis Mathis, and Dr. Shandale Terrell to serve as members of the Community Relations Advisory Council for a four-year term beginning September 2, 2025, and ending September 2, 2029.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Richard Bradford, Equity Opportunity Administrator

RichardBradford@polk-county.net

Sharon Lewis Mathis has lived in Polk County, Florida, all her life.

A graduate of St. Leo University with a BA in Human Resources Management.

I have over 44 years of public service, including 40 years with the Board of County Commissioners and 4 years in the federal government. My work life has always been in the capacity of assisting Polk County residents in gaining proper training to obtain jobs to help their families.

I have over 10 years of vendor management where I assist vendors in the proper way to set up their businesses so they can be competitive in obtaining bids with local government and companies within Polk County.

Has served and continues to serve on multiple boards in Polk County. They are Teen Pregnancy Council where we educate at-risk youth ages 12-17 on how not to become pregnant at an early age. We have different programs for them to attend during the year.

ICAPS (Industry Council Advisory Panel) is a panel established for residents to collaborate with various industries in Polk County, including TECO, Duke Energy, and Armaz, among others. At our monthly meetings, we address residents' concerns with the relevant industry representatives.

Mosaic Advisory Council design for residents if they have any questions about the mining area, we discuss those during the meetings.

Bradley Community Project Incorporated served as secretary for over 20 years and has served as president for the last 5 years. This is a non-profit group designed by the late Frankie Smith to win back our community from drug infestation. We received grants to support the community park and center. Quad City NAACP WIN chairperson.

I have received several awards for community service. Drum Major for Justice (Haines City NAACP., She Knows where she is going Girls Inc., Economic empowerment award from National Coalition of one hundred Black Women Polk County Chapter.

I enjoy serving others and the Community Relations Advisory Council would be within my commitment to service.

Curriculum Vitae
Abdulrahim Al-Khatib
863-651-2429 / the-lecturer@msn.com

VALUE STATEMENT

Favored with generational blessings, that flowed from both my paternal and maternal grandparents, I am called to the Ministry of the Gospel to develop and cultivate people of faith and character. Offering the confession of my faith, my walk, and my life's experience, I stand ready to surrender my gifts (administration, exhortation, faith, leadership, helping, mercy, serving, pastor/shepherd, and teaching) in the service of the LORD and His people, through the blood of Jesus Christ.

SUMMARY OF QUALIFICATIONS

Pastoral/Youth Ministry
Assist senior pastor to achieve mission objectives; conduct worship services; develop/plan programs; plan/coordinate worship services and events; and dynamically respond to pastoral needs. Developed Church Volunteer Training Program. Communicate and support various ministries, with a focus on coordinating the virtual and in-person technology needs (e.g., facilities, hardware, audio/video, social media). Guide ministry leaders and ensure adequate resources are available to fulfill duties and responsibilities.

Manage youth ministry programs and activities. Develop youth ministry budget and track expenditures. Engage youth in worship, community, and ministry opportunities. Lead youth ministry participants in understanding, embracing, accomplishing, and aligning the ministry's vision with the greater church vision. Conduct recurring youth ministry meetings with leaders to pray and discuss upcoming events, challenges, solutions, and praise reports. Recruit and train youth workers. Annually, plan a major training/inspirational workshop. Provide individualized counseling/spiritual direction to youth/teens. Participate in outreach ministry to teens who have visited the church. Conduct visits to hospitalized teens.

Chaplaincy
Supervise chaplains and interfaith volunteers. Provide faith guidance (religious and moral counseling) to prison inmates, volunteers, and staff, especially in areas that interface with religious programs. Conduct interfaith worship and educational/discipleship study services in a variety of traditions. Oversee interactions conducted by citizen volunteers. Visit inmate work areas, housing, recreation, etc. Perform weddings. Maintain inmate religion files. As Chaplaincy Services Specialist Region 3, expanded duties include managing regional Operational Reviews and communications, involving supervision of approx. 13 chaplains. Ensure compliance with medical protocols and Department of Corrections directives and policies. Develop Faith Base Dorm program at Polk Correctional Institution (PCI). Increase PCI Chapel outreach impact utilizing a large volunteer base. Islamic prison ministry: serve Islamic inmates at Polk, Marion, Lake, Sumter, and Putnam Correctional Institutions; conduct Jumah Prayer worship services; lead Taleem study sessions.

Program Administrator
Oversee day-to-day ministry program administration (Father Ennis Village, housing up to 12 returning citizens). Coordinate volunteer and mentor activities. Manage Board of Directors initiatives. Assist returning citizens with transitional and permanent housing; job placement; budgeting; substance abuse programs; education; skills development; ID documents; basic needs; and community support services. Develop partnerships with community businesses and non-profits. Fundraise. Serve as media spokesperson.

Other Office Skills/Equipment

Hardware: iPhone cell phone and tablet; multiple computers, large monitors, all-in-one printers; external hard drive; external CD/DVD writer; flash drives

Software: High-speed cable internet; Microsoft Teams; desktop sharing; Skype; Zoom; e-Fax, Dropbox, Windows 10; Microsoft 365 suite; browsers (MS Edge, Chrome)

EXPERIENCE

Pastoral Support/Youth Minister – First Missionary Baptist Church (Winter Haven, FL)
July 2017–present

Program Administrator – St. Peter Claver Prison Ministry (Apopka, FL)
June 2016–July 2017

Senior Chaplain/Chaplaincy Services Specialist Region 3 – Polk Correctional Institution (Polk City, FL)
1999–Mar. 2016/2015-2016

Chaplain/Senior Chaplain – DeSoto Correctional Institution (Arcadia, FL)
1996–1999

Family Service Specialist/Disabilities – Polk County Opportunity Council (Bartow, FL)
Oct. 1995–Mar. 1996

U.S. Army/U.S. Army Reserves, Staff Sergeant [1982–1994]

- U.S. Army, Honorable Discharge – 1976
- U. S. Army Reserves, Staff Sergeant – 1982–1994
- Recipient: Army Good Conduct Medal; Army Reserve Achievement Medal
- Battle Focus Instructor Training Course, New Orleans, LA – 1994
- Small Group Instructor Course, New Orleans, LA – 1994
- Prescribed Load List School, Ft. Lee, VA – 1986
- Army Medical Specialist, Gainesville, FL – 1985
- Basic Non-Commissioned Office Course, Gainesville, FL – 1985
- Special Leader Preparation Program, Ft. Knox, KY – 1974
- Field Artilleryman

EDUCATION

- M. Min., Warner University (Lake Wales, FL)
- B. A., Religious Studies, African American Studies Minor, University of South Florida (Tampa, FL)
- A. A., Religion, Polk Community College (Winter Haven, FL)

TRAINING & CERTIFICATIONS

- Certificate – Equal Opportunity in the Job Training Partnership Act (JTPA), Funded Programs, U.S. Department of Labor
- Certificate – The Basics of Facilities Compliance under the American Disabilities Act (ADA), American Management Association
- Graduate – Leadership Winter Haven, Winter Haven Chamber of Commerce
- Certificate – Department of Corrections, Basic Supervisory Training and Instructor Techniques
- Golden Signet Leadership Award – University of South Florida
- Order of Omega Honor Society – University of South Florida

AFFILIATIONS

- Co-Founder – Vision 2001 (minority economic development initiative)
- Chairman – Polk Community College Alumni Association, Recruitment & Retention Committee
- President – Class of 1974 Alumni Association
- Board Member – Chain of Lakes Achievers, Inc (COLA)
- Leadership positions – President, Toastmasters Club 234; President, Pride of the Villa; Haven Member, Florida Counsel on Crime and Delinquency, Chapter 12
- Corrections Peace Officers Foundation Representative – Polk Correctional Institution
- Member – Corrections Foundation; Southeast Regional Muslim Chaplains Association; Brigham Academy School Advisory Committee
- Board Member – Toastmasters Club
- 2nd Vice President – Winter Haven National Association for the Advancement of Colored People (NAACP)
- Vice President – Janie Howard Wilson Elementary School Parent Teacher Organization (PTO)
- Chairman – City of Winter Haven, Human Relations Committee
- Additional Memberships – National Association Public Sector Equal Opportunity Officer; Greater New Orleans Job Bank; Task Force on Disabling Violence; Project Independence Subcommittee; Winter Haven Chamber of Commerce; Polk County School Board Calendar Committee; YMCA Achievers Program; Alpha Phi Alpha Fraternity, Inc.

ACCOMPLISHMENTS

- Able Toastmaster – Competent Toastmaster
- Club 1178 Toastmaster of the Year – Toastmaster International
- Recipient – Key to the City of Winter Haven
- State Farm Hall of Fame
- Award of Merit – Black Pan-Hellenic Council
- Male Community Advocate of the Year – Polk Community College

Dr. Shandale Terrell
1969 Crystal Grove Drive
Lakeland, Florida 33801
(863) 660-8807

A highly qualified individual with great interpersonal skills and diversity sensitivity. A goal-oriented, highly committed, innovative, and effective leader who is passionate about efforts to create more affirmative, structured, reliable, caring, educating, and disciplined school culture.

EDUCATION AND CERTIFICATIONS

Doctor of Education in Higher Education Leadership/Minor in Urban Education - 2011
Nova Southeastern University, Tampa, Florida

Master of Science in Education Leadership - 2007
Nova Southeastern University, Tampa, Florida

Bachelor of Science in Education - 2001
Florida Agricultural and Mechanical University, Tallahassee, Florida

High School Diploma - 1994
Lakeland Senior High School Graduate, Lakeland, Florida

Areas of Certification

- Polk County School Board-Aspiring Leadership Certification (Grades K-12)
- Educational Leadership Certification (Grades K-12)
- Exceptional Students Education Certification (Grades K-12)
- Health Science, Education Certification (Grades K-8)

EMPLOYMENT

Polk State College (Adjunct Professor) 2011-2014

Course Instructing: College Success

Job Description: This comprehensive course integrates personal growth, academic success, and career success with problem solving, critical thinking, and creative thinking. The course focuses on the following topics: academic life management, objective setting, career decision making, educational development, institution expectations and opportunities, instructor-student relationships, educational multiplicity, health maintenance, stress management, institution of higher education resources, learning styles, and strategies including note taking, assessment taking, and major/concentration. Objective for Students Learning: To make sure students achieve a higher level of learning in an institution of higher education in order to achieve their future academic endeavors.

Crystal Academy of Science and Engineering &Crystal Lake Middle School (ESE Support Staff) 2016-2025

Job Description: Working with the administration and educators on implementing curriculum, instruction, and assessments to support the highest student achievement for students with learning disabilities. Following the students Individualized Education Program (IEP) and (504) Plan, to accommodate the students educational and assessment needs. Monitoring students' academic performance weekly. Parent communication if needed for support on student's achievement.

Crystal Academy of Science and Engineering &Crystal Lake Middle School (Dean) 2008-2016

Job Description: Analyzing students (academic, attendance and, discipline data) in the Administration Department. Educating and mentoring students in order for them to achieve their academic and behavioral objectives in the school and classroom setting.

Awards/Recognition: In the fall 2010; Polk County School District News Letter: Was recognized by Big Brothers and Big Sisters for being an outstanding mentor for students. Participated on the School Advisory Council (SAC) for Crystal Lake Middle School 2008-2011.

Lakeland Highlands Middle School Administration Department (Assistant to the Administration) 2006-2008

Job Description: Educating students and managing the learning environment that is cohesive to students learning and academic achievement. Implemented successful education and behavior plan of action, for students to complete their course-work in a timely manner; maintain positive culture environment for students. Assisted educators to implement Positive Behavior Strategies in classroom setting in order to decrease student referral count and increase their academic achievement.

Auburndale Central Elementary School (K-5 Health Science Curriculum and Health Education Instructor) 2003-2006

Job Description: Educated students on Health Science Education. The students learned the dimensions of Health Science which are the following: Kinesiology, also known as human kinetics, which is the scientific study of human movement. Nutrition, dietary guidance, and Exercise Physiology-Identification of physiological mechanisms, underlying physical activity. Educated students on learning the names of the internal and external organs and how they function and perform within the human-body. Present a perspective on the human body as a coordinated group of systems that must function correctly in order to survive and thrive. Educated the students on healthy eating habits and engage in physical conditioning and activities.

Awards/Recognition: Time and Duration, Educating Students Award -2006

Polk Count-Board of County Commissioners (Department Community Coordinator) 2002-2003

Job Description: Enriched the Quality of Life for the Citizens in Polk County; providing congenial and constructive leisure opportunities for residents of all ages; enhancing the quality of life in the communities in Polk County. Contributions to personal development are as followed. Provided educational, mental, social, emotional, intellectual, spiritual growth and development. Attend by-monthly Board of County Commissioners meetings, to analyze budget data for materials and educational resources needed for community activities.

COMMUNITY SERVICE

- A Life Time Member of the Upsilon Xi Chapter, of Omega Psi Phi Fraternity Inc. 2003-2025. The Omega Psi Phi Fraternity Members activity participate and provides community service through: Education, Mentorship and Scholarly Programs for the youth.

- Polk County School Board-Polk County Mentor for Young Men in K-12 Schools (Mentor) 2003-2025. The Polk County School Board Mentoring Program enhances the following for male students in K-12 Schools: Self-esteem, ability to maintain satisfactory relationships with other students and adults, decision-making ability, and improving students' academic performance and focus.

- PACE Center for Girls of Polk County (Board Member) 2008-2012. The board members provide insight on students: State mandated academic standards, learning and volunteer programs. In order for students to achieve their academic endeavors.

- Polk County School Board-Diversity (Board Member) 2008-2015. The board members provide diversity education in K-12 schools in the Polk County School District.

- Crystal Lake Middle School Leadership Administration Committee (Committee Member) 2008-2016. The committee collaborating educational ideas, to enhance the learning process for educators instruction and student achievement.

- School Advisory Committee (SAC) for Crystal Lake Middle School (Committee Member) 2008-2011 (Vice Chairman) 2012-2016. The board members work toward improving the quality and function of the institution.

- Lakeland Area Chamber of Commerce Talent Development and Education Committee (Committee Member) 2009-2013. The committee provides: Businesses, K-12 schools, institutions of higher education, and community stakeholders with the resources needed to have successful productivity in their organizations.
  A member of the Lakeland Area Chamber of Commerce 2009-2025.

- Polk County, Community Resource Board for the Big Brothers & Big Sisters (Board Member) 2009-2015.
  The mission of the board is to provide each child in need an adult mentor to achieve success in a school setting.

- Polk County Board of County Commissioners, Community Relations Advisory Committee (Committee Member) 2009-2010, (Vice Chairman) 2010-2011 (Chairman) 2011-2016. The board members study programs and analyze data related to the Board of County Commissioners, in the areas of: Human resource department, diversity recruitment, supply procurement and community relations. The committee members work toward promoting quality opportunities for citizens.

- Polk Vision Government Task Force Committee (Committee Member) 2009-2015, and Education Task Force Committee 2009-2017. The task force committee analyze data across the district, and collaborating ideas to enhance the efficiency for: Education and Government Organizations internally.

- The Lakeland Rotary Club (Club Member) 2012-2025. Putting serve above and before self. The Rotary Club is committed to assisting citizens in the local, regional, national and international world; in addition to, providing projects that improve the lives of millions of people.

- United Way of Central Florida (Young Leader's Society) 2013-2016. The Young Emerging Leaders of Polk County actively participate in annual: Campaigns, volunteering and community building projects.

- The Learning Resource Center of Polk County (Board of Trustees) 2013-2019. The Learning Resource Center provides various types of materials and resources: K-12 tutoring, supplemental curriculum materials, educational instruments, and secondary assistance, in order for students to be successful in their educational endeavors.

- The City of Lakeland, Citizens Advisory Committee (Committee Member) 2010-2015 (Chairman) 2012-2013. The Committee strives to work with local government on: Community improvement plans and other community undertakings. The Committee also work on local internal government data, budget concerns, planning and development matters.

- The City of Lakeland, Gang Task Force Committee, now: The City of Lakeland, Community Engagement Task Force Committee (Committee Member) 2014-2025. The City of Lakeland, Community Engagement Task Force Committee explore how the community can respond to the negative impacts of disruptive activities. The Committee Members work with outreach programs and representatives from Law Enforcement, Community Development, Parks & Recreation Department, the Polk County School Board, Faith-Based Organizations and Community Neighborhood Associations. The Committee Members discuss the current state of affairs and outline a comprehensive strategy to enhance the Quality of Life.

- The City of Lakeland, Citizens Advisory Budget Committee (Committee Member) 2015-2016. The budget committee has several commitments. The committee hear the budget message and review the budget proposed by the budget officers. It is important to listen to comments and questions from interested citizens. The Committee can revise the proposed budget to reflect changes to make in the local government's fiscal policy. When it is satisfied, the committee approves the budget.

- The City of Lakeland, Police Athletic League (PAL) Youth Leadership Program (Board of Directors) 2015-2019. The mission for City of Lakeland, Police Athletic League (PAL) Program is "Cops Assisting Youth". The Lakeland (PAL) Program is the premier youth-serving organization, by reducing crime, promoting character development, and enhancing educational outcomes. The Lakeland (PAL) Program accomplish this objective with City of Lakeland Police Officers, supported by pastors, civilians, offer educational, athletic, and recreational programs for youth in the internal and external areas in the City of Lakeland.

- The City of Lakeland, Lakeland Police Citizen Advisory Board (President) 2019-2025. The City of Lakeland, Lakeland Police Citizen Advisory Board objective is to; Build a relationship between citizens in our community and law enforcement officers. The members of the Board will listen to the concerns of the citizens and police department to enhance the quality of life within the City of Lakeland.

- A Life Time Member of the Polk County Alumni Chapter of the Florida Agricultural and Mechanical University, Alumni Association 2014-2025. The Florida A&M University Alumni Association are members dedicated to providing much-needed scholarship assistance, in order for future students to attend the institution of higher education.

- A Life Time Member of the, Lakeland, Florida Branch NAACP 2014-2025. National Association for the Advancement of Colored People. The NAACP mission is to ensure the political, educational, social, and economic equality of rights for African American citizens.

- The Florida Education Fund (Board of Directors) 2014-2025. The Florida Education Fund shall certify to the Department of Education's Office of Student Financial Assistance. The Florida Education Fund shall use the income of the fund to provide for programs which seek to: (a) Enhance the quality of higher educational opportunity in this state; (b) Enhance equality by providing access to effective higher education programs by minority and economically deprived individuals in this state, with particular consideration to be given to the needs of both African Americans and women; and (c) Increase the representation of minorities in faculty and administrative positions in higher education in this state and to provide more highly educated minority leadership in business and professional enterprises in the state Florida.

- The Nova Southeastern University (Tampa Regional Campus Advisory Board) 2017-2019. The advisory board are members which included: Executive-level business members, community members, NSU alumni, and educational leaders who provide support and assistance to the NSU Tampa Regional Campus. The mission of the Advisory Board is to: Promote community outreach, provided professional feedback to enhance the institution of higher education, promote the regional campus and NSU academic college and program. In addition, to enhancing the university productivity.

- The Law Enforcement Against Drugs And Violence (L.E.A.D.) (Program Advisory Board Member) 2023-Present. The Law Enforcement Against Drugs And Violence (L.E.A.D.) Program Advisory Board succeed by providing proven and effective programs to deter youth and adults from drug use, drug related crimes, bullying and violence. The Program Advisory Board is committed to reinforcing the mutual respect, goodwill and relations between law enforcement and communities.

Areas of Certification for Boards and Committees

- Emerge Lakeland
- Focus on Leadership Metro Lakeland Class XI
- Leadership Lakeland Class XXVIII
- Leadership Polk Class XIV
- Leadership Florida

Awards for Education and Community Service

- Polk County Most Influential African American Leader, Education Award was presented to Dr. Shandale Terrell on Saturday April 13, 2013.

- The Ledger Golden Garland Awards, Honorable Mention for Education was presented to Dr. Shandale Terrell on Monday November 11, 2013.

- Upsilon Xi Chapter, Inc. Omega Psi Phi Fraternity, Inc., Citizen of the Year. For Outstanding Contribution to the Community and the Welfare of Mankind was presented to, Dr. Shandale Terrell on Friday November 15, 2013.

- The Polk County Board of County Commissioners presented a proclamation to Dr. Shandale Terrell, proclaiming January 21-27, 2014 as Polk County Race Equality Week. http://view.earthchannel.com/PlayerController.aspx?&PGD=polkcofl&eID=1454 - 00:11:07
  B. Ceremonial Proclamations - 3. Proclaim January 21-27, 2014 as Polk County Race Equality Week. The Polk County, Community Relations Advisory Committee, Chairman Dr. Shandale Terrell and Kandis Buford - Director of Office of Equal Opportunity Employer will accept the proclamation.

- Exemplary Service Award was presented by Ms. Sandra Henry, President and Board of Directors, Mr. Nathaniel Birdsong Jr. Executive Director presented to Dr. Shandale Terrell, Seminar Presenter. Youth Leadership Development Corporation Florence Villa Community Development Corporation on Thursday July 31, 2014.

- Executive Director of the Police Athletic League of Lakeland PAL, Mr. Timothy Abram and his staff members present on Saturday November 1, 2014; The National, Lakeland PAL Youth Mentor of the Year Award to Dr. Shandale Terrell. For his hard work and dedication to the Crime Prevention Program and helping the community to be a safer place for the youth.

- On Saturday February 21, 2015; Ms. Doris Hicks Florida A&M University Polk County, Alumni Chapter President presented The Florida A&M University, National Alumni Association Life Time Member award to Dr. Shandale Terrell. A distinction reserved for those whose outstanding generosity perpetuates program of academic excellence.

- On Thursday February 26, 2015; The Celebration for Black History Month was held at Nova Southeastern University Tampa. Staff members: Dr. April Fleming, Dr. Les Ross, Mr. Tony Thompson, Ms. Stacy Ann Payne-Gray, Ms. Brittany Matthews, Ms. Karen Mahorn: presented to Dr. Shandale Terrell the appreciation award for being the guest speaker for the Black History Month Celebration.

- On Saturday, April 18, 2015; Mr. Reginald Ardis, President of The Lakeland Branch National Association For The Advancement of Colored People (NAACP). Presented the Life Time Membership Achievement Award to, Dr. Shandale Terrell for his hard work impacting and serving the community.

- On Thursday May 7, 2015; The Lakeland Alumnae Chapter of Delta Sigma Theta Sorority, Inc., Ms. Doretha Brooks Chapter President and Ms. Doris Hicks May Week Committee Chair presented The Minerva Achievement Award for Political Awareness and Involvement to Dr. Shandale Terrell; Dr. Terrell was presented the Award for his exceptional contributions to various communities throughout Polk County, Florida.

- On Thursday October 30, 2015; Mr. Larry S. Mitchell - CEO of New Life Outreach Ministry, Inc; held The 26th Annual Banquet, titled: "Making it happen and making it matter". Mr. Larry S. Mitchell presented the annual Community Service Award to: Dr. Shandale Terrell, In recognition of his dedicated and unselfish service to the citizens of the Lakeland Community.

- On Friday May 27, 2016; The President of Florida A&M University, Dr. Elmira Mangum presented The Distinguished Alumni Award for Education to Dr. Shandale Terrell. Dr. Terrell was present The Distinguished Alumni Award for his hard work and dedication educating, mentoring students and serving the community.

- On Tuesday June 7, 2016; The Polk County, Board of County Commissioners and County Manager of Polk County, recognized and present an award for seven years of service to Dr. Shandale Terrell. The award was presented to Dr. Terrell for his years of service on the Polk County, Board of County Commissioners, Community Relations Advisory Council. In addition to, increasing Community Relations, Diversity and Diversity Programs in Polk County, Florida.

- Faith in Action North Lakeland, Service to the Elderly Celebrated 13 years of service to the community with "The Men That Cook Event" on Sunday September 25, 2016; At the Coleman-Bush Building Lakeland, Florida. Ms. Mildred McMillon, Executive Director for Faith In Action Inc. for Service to the Elderly presented the: Community, Social Economic, Education award to Dr. Shandale Terrell. Dr. Terrell was presented the award because of his hard work, dedication and comment to the City of Lakeland and Polk County community.

- The Lakeland Branch NAACP Freedom Fund Celebration was held on Saturday, August 8, 2020. Mr. Reginald Ardis, President of The Lakeland Branch National Association For The Advancement of Colored People (NAACP), presented the Community Leadership Award to Dr. Shandale Terrell. Dr. Terrell earned the Lakeland Branch NAACP Community Leadership Award because of his servant leadership, hard work and dedication serving communities.

- The New Beginnings High School Graduation was held on Friday June 18, 2021. Carolyn Baldwin, Chief Academic Officer of New Beginnings High School, and Terri Nelson Principal of New Beginnings High School of Polk County presented; The Apperception Service Commencement Speaker Award to Dr. Shandale Terrell. Dr. Terrell earned: The Apperception Service Commencement Speaker Award because of his dedication educating students, servant leadership and his hard work and dedication serving communities.

- The Women Business Leaders Entrepreneur Pageant was held on Saturday June 18, 2022. The CEO of the Women Business Leaders Entrepreneur Pageant, Dr. Omega Auntie Mothersill presented: The Greatest Appreciation Award to Dr. Shandale Terrell. Dr. Terrell was presented the Award for the 2022 Women Business Leaders Entrepreneur Pageant for being a Judge, and his hard work and dedication serving communities.

- The Florida A&M University National Convention was held in Orlando, Florida Saturday June 1, 2024. President of Florida A&M University, The Honorable Dr. Larry Robinson; The President of Florida A&M University, National Alumni Association Inc. Curtis Johnson and Florida A&M University, Board of Trustee Chair, Kristin Harper presented the national: Florida A&M University Dr. Carolyn Collins Government Relations Award to Dr. Shandale Terrell. Dr. Shandale Terrell was presented the Award because of his hard work and deaddiction, advocating for Funding for Florida A&M University, Day At The Capitol.

Agenda Item N.1. 9/2/2025

SUBJECT

Public Hearing (LDCPAS-2025-18 Christina Fire Station) (Adoption Hearing) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use designation from Residential Low (RL) to Institutional (INST) on ±4.57 acres for a future County Fire Rescue Station and a change from Residential Low (RL) to Preservation (PRESV) on ±2.89 acres to recognize a County stormwater management facility. (No Fiscal Impact)

DESCRIPTION

This is a county-initiated request for a Small-Scale Comprehensive Plan Amendment to the Future Land Use Map for a new County Fire Rescue Station on a property located at 1145 County Road 540A, west of Gladman Road. east of Carter Road, south of Scott Lake Elementary, and north of Hallam Preserve, south of the City of Lakeland, north of the Town of Mulberry in Section 11, Township 31, Range 23.

State law requires one Planning Commission hearing, which was held on April 2, 2025, with a recommendation for approval with a 7-0 vote.

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

Erik Peterson, AICP

Planning Administrator

Land Development Division

(863) 534-6470

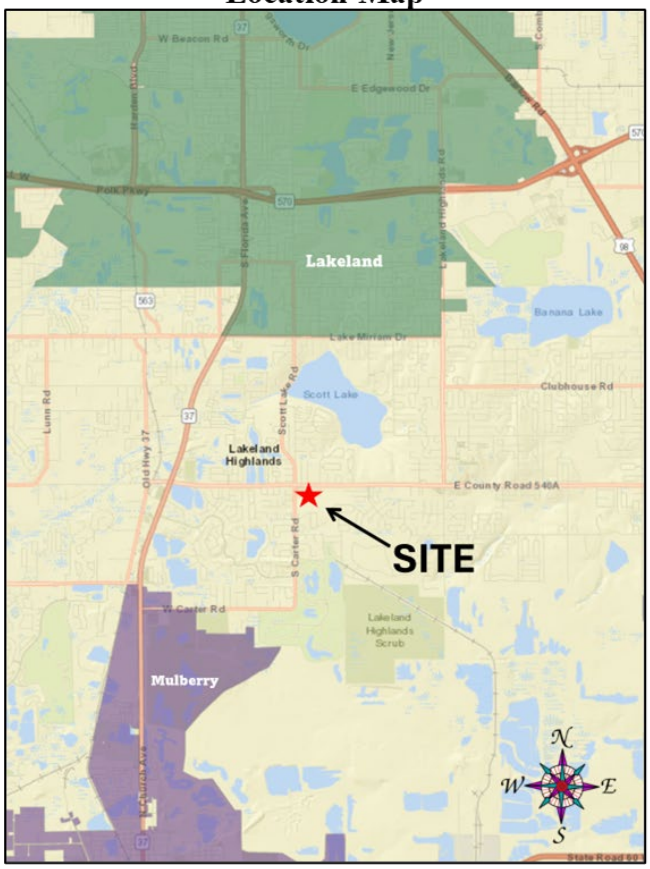
erikpeterson@polk-county.net <mailto:erikpeterson@polk-county.net>

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	June 26, 2025	**Level of Review:**	Level 4 Review
PC Date:	August 6, 2025	**Type:**	Small-scale Comprehensive Plan Amendment
BoCC Date:	September 2, 2025	**Case Numbers:**	**LDCPAS-2025-18**
		Case Name:	Christina Fire Station
Applicant:	Polk County Facilities Management	**Case Planner:**	Erik Peterson, AICP

Request:	Future Land Use Map changes from Residential Low (RL) to Institutional (INST) on ±4.57 acres for a future County Fire Rescue Station and a change from Residential Low (RL) to Preservation (PRESV) on ±2.89 acres to recognize a County stormwater management facility.
Location:	1145 County Road 540A, west of Gladman Road. east of Carter Road, south of Scott Lake Elementary, and north of Hallam Preserve, south of the city of Lakeland, north of the town of Mulberry in Section 11, Township 31, Range 23.
Property Owners:	Polk County
Parcel Size (Number):	±8.13 acres (242919286000000300 & 242919286000000304)
Future Land Use:	Residential Low-3 (RL-3)
Development Area:	Transit Supportive Development Area (TSDA)
Nearest Municipality:	City of Lakeland (1½ miles)
DRC Recommendation:	Approval
Planning Commission Vote:	Approval 7:0
Florida Commerce	n/a

Location Map



2025 Satellite Photo



Summary:

On May 8, 2025, Polk County purchased parcel #242919-286000-000300 for the purpose of constructing a new fire rescue facility. This facility will host fire response, emergency medical response and ambulance. This land use change proposal to change the property to Institutional (INST) was presented to the Development Review Committee (DRC) under case# LDDRC-2025-143 on June 19, 2025. Staff choose to seek a change to the INST district because of the following reasons:

- The property is predicted to remain under County ownership beyond the 30-year planning horizon.
- If there is additional land, other County facilities can be located onsite.
- The site design has not been finalized. It is too soon in the planning process to commit to a binding site plan.
- Once the design is complete, the INST designation will enable staff to proceed directly to an administrative site plan review (Level 2 Review)

The County owns the adjacent property to the west that is used for a stormwater management facility. Staff choose to recognize this facility with a Preservation (PRESV) because it will provide assurance to neighboring property owners that no development will occur on the property and it will reduce development setbacks on the west side of the fire station site.

Compatibility Summary

Comprehensive Plan Policy 2.116-A3 states that "Institutional development may occur within the lands designated Institutional on the Future Land Use Map Series, and in any other land use designation throughout the County." Therefore, designating government property INST should be considered compatible with any other land use district. Additionally, the future homeowners within the area will benefit from enhanced government services. By designating this site as INST, it will increase awareness of future government facilities for the real estate and development community which can potentially increase the market value of properties in the area. The stormwater facility adjacent to the site is being designated Preservation (PRESV) for a similar reason to be "managed for long-term protective purposes." This facility filters stormwater runoff from County Road 540A before discharge into the greater Christina area drainage network. Its role is to preserve water quality and should therefore carry the PRESV designation to inform the public of its use.

Infrastructure Summary

This requested map amendment is needed to establish a new fire rescue and ambulance station in an area that has seen much growth over the past 20 years. This site is strategically located to provide optimal fire rescue and ambulance coverage to the central Lakeland Highlands area. It will enable the closure of the Highland City station that is antiquated and unable to house the necessary staff, vehicles, and equipment needed to meet the demands of today's rescue needs.

The area is equipped with all of the necessary infrastructure and services of an urbanized area needed to support a fire rescue station. Potable water, wastewater, and reclaimed water are available onsite. The property has ample frontage on County Road 540A at a signalized intersection opposite an elementary school. This site is strategically located close to two County parks which will be a great benefit for recreation events and park goers.

Environmental Summary

The site has a few environmental limitations that will have to be managed through design of the facility. There is a small wetland and flood hazard area in the middle of the site that will have to be modified and enhanced to provide for greater onsite storage and treatment before release into the County's Christina drainage network. This is a stressed basin that is managed by the County. Some of the soil onsite will need some amendments and possibly additional fill material to prepare it for construction. The facility will connect to public wastewater provided by the County's Southwest Regional Utility Service Area. The site is located in a stressed basin that is managed by the County. There has been an endangered species sighting on the neighboring property to the east (Bald Eagles nest).

Comprehensive Plan

The relevant sections of the Comprehensive Plan that are applicable to the project request:

- Policy 2.102(A1-A15): Growth Management Policies
- Section 2.104 – Transit Supportive Development Area (TSDA) policies
- Policy 2.116-A3 INST Location Criteria

Staff have reviewed each policy statement and addressed them in Tables 9 through 11 of this report. This site meets and exceeds the Comprehensive Plan criteria for establishing a new INST district.

Findings of Fact

Request and Legal Status

- *On June 19, 2025, the proposed Comprehensive Plan Future Land Use Map change request was presented to the Development Review Committee (DRC) in a pre-application meeting under case# LDDRC-2025-143.*

- *This is a county-initiated request for a Small-Scale Future Land Use designation change from Residential Low (RL) to Institutional (INST) on ±4.57 acres for a future County Fire Rescue Station and a change from Residential Low to Preservation on ±2.89 acres to recognize a County stormwater management facility.*

- *The Land Development Code Sub-District Map designation will default to INST-1 if this request is approved. There have been no applications submitted for a change to INST-2.*

- *If this request is approved, Government Buildings are permitted through the Level 2 Review (administrative approval) in the INST district.*

- *POLICY 2.125-E1 of the Comprehensive Plan identifies Police, Fire and EMS stations as Type "A" Community Facilities.*

Compatibility

- *Comprehensive Plan Policy 2.116-A3 states that "Institutional development may occur within the lands designated Institutional on the Future Land Use Map Series, and in any other land use designation throughout the County."*

- *The property abuts a commercial use on the west, a school opposite CR 540A on the north, open space on the east and west, and residential on the south.*

- *The surrounding Future Land Uses are Institutional (INST-1) on the north and Residential Low (RL-3) on all other sides.*

- *Land Development Code (LDC) Section 220 Compatibility Standards will apply to the development of the property because there are abutting Residential districts and uses.*

Infrastructure

- *The property is zoned for Scott Lake Elementary, Lakeland Highlands Midddle, and George Genkins High School.*

- *The current fire response to this project is from Polk County Fire Rescue Station 2 located at 2523 Ewell Road in Medulla and Station 28 at 4104 Clubhouse Road, Highland City. If an ambulance is needed, it must come from Station 2 in Medulla or Station 34 at 3822 South Florida Avenue just south of the Polk Parkway.*

- *The current ambulance response is from Polk County Fire Rescue Station 411 located at 2029 State Road 60, Lake Wales Ave 5.5 miles away. The proposed station for this site will provide ambulance services.*

- *There is a fire hydrant within 150 feet.*

- *The site is served by the Polk County Sheriff's Office Southeast District Command 4120 US Highway 98, approximately 6.5 miles driving distance from the site.*

- *Polk County provides potable water, wastewater, and reclaimed water to this site through the Southwest Regional Utility Service Area (SWRUSA).*

- *The subject property has ±330 feet of frontage on County Road 540A with a signalized access point on the east.*

- *County Road 540A (CR 540A) is an Urban Collector Road of four lanes and a median.*

- *According to the Transportation Planning Organization, there is adequate capacity on County Road 540A as well as other roads such as South Florida Avenue (SR 37), Scott Lake Road, Carter Road, and Lakeland Highlands Road, within the area transportation network to support the development currently.*

- *There is a sidewalk system present on both sides of CR 540A with some gaps.*

- *No mass transit services are provided on County Road 540A. The nearest route is South Florida Avenue (SR 37).*

- *The nearest park is just less than 1¼ miles driving distance to the west.*

Environmental

- *The closest surface waters are the manmade lakes in the Christina Development that form a County controlled drainage network that caries surface water runoff to the Se7en Wetlands treatment facility before discharge into the North Prong of the Alafia River.*

- *There is a portion of the site that contains areas within the 100-year Flood Hazard Area, according to the Federal Emergency Management Administration (FEMA) Flood Insurance Rate Maps (FIRM).*

- *There is wetland properties associated with a small intermittent creek that drains into the stormwater treatment pond proposed for a Preservation (PRESV) Future Land Use Map designation, according to the National Wetlands Inventory (NWI) and the Southwest Florida Water Management District wetland estimations.*

- *A majority of the site is comprised of soil that is considered to have "severe limitations" for septic tank absorption fields and dwellings without basements, according to the U.S. Department of Agriculture, Soil Conservation Service, Polk County Survey.*

- *According to Polk County Endangered Habitat Maps, the property is located within a one-mile radius of a past endangered species sighting. (Source: Florida Natural Areas Inventory, 2002, 2006, and 2011).*

- *The site is not shown as a potential network connection or existing natural area on the Polk Green District Map.*

- *There is a conservation easement 0.4 miles to the east known as the Gladman Tract under the Barnett Family Trust.*

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."*

- *The Comprehensive Plan defines Compatibility in Division 4.400 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."*

- *Policy 2.108-A5 of the Comprehensive Plan states "Development within the Transit Supportive Development Areas shall conform to… be supported by public safety (i.e., fire, EMS and law enforcement).*

- *Policy 2.116-A3 of the Comprehensive Plan states that "The following factors shall be taken into consideration when determining the appropriateness of establishing new Institutional areas on the Future Land Use Map Series, or in approving the location for an institutional use not located within lands classified as Institutional:*
  a. *Accessibility to roadways, with consideration being given to regional transportation issues for large-scale institutional developments having a regional market.*
  b. *Proximity to incompatible land uses, which is dependent upon the intensity of the institutional use (buffering may be provided to mitigate adverse impacts).*
  c. *The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10.*
  d. *Proximity to similar and compatible uses providing opportunities for shared facilities.*
  e. *Plans of the School Board and other public service agencies with jurisdiction in the County."*

- *Policy 2.116-A4 of the Polk County Comprehensive Plan requires development within INST districts to "conform to the following criteria:*
  a. *Institutional uses include, but are not limited to: private and public-service structures. These commonly include:*
     1. public and private educational facilities;
     2. government-administration buildings;
     *3. **public-safety structures** (e.g. police and fire);*
     4. cultural facilities (e.g. libraries, museums, and performing-arts theaters);
     5. health-care facilities e.g. hospitals, medical centers, clinics, nursing homes, adult day care centers, group homes, group living facilities, emergency shelters, residential treatment facilities.
  b. *Large institutional areas should be designed so that the more intensive uses are at the center of the development, with less intensive uses near the fringes.*
  c. *Prior to site planning, the School Board, independent special districts, and other governmental entities shall communicate to one another to pursue potential colocation of government services.*
  d. *Commercial uses within institutional areas mapped on the Future Land Use Map Series shall be primarily for the purpose of serving the institutions within the area and shall be limited to a scale appropriate for that purpose.*
  e. *Institutional sites shall be designed to provide for:*
     1. Adequate parking to meet the present and future demands of the use.
     2. Buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions.
  f. *Multi-family residential uses may be permitted at densities up to and including 15 dwelling units per acre as part of a Planned Development. Residential uses may be permitted according to the following:*
     1. Residential uses shall only be established adjacent to or in conjunction with a university, college, vocational school or other similar educational institution.
     2. Residential development shall be intended to primarily meet the housing needs for students and facility members of the nearby educational institution
  g. *Recreational uses accessory to the institutional use or compatible with the location of the institutional district."*

- *POLICY 2.125-E2 of the Comprehensive Plan states that "Type A facilities shall be permitted pursuant to the following:*
  - *a. Type A community facilities shall generally be limited to the non-Rural-Development Areas, as designated on the Future Land Use Map. The scale of such facilities should be related to surrounding land uses and designed to preserve the character of residential neighborhoods, when so located.*
  - *b. The provisions of Policy 2.125-E2(a) notwithstanding, it may be in the best interest of public health, safety, and welfare to provide Type A community facilities in locations which are potentially incompatible with adjacent land uses. In such cases, these facilities will be buffered from adjacent incompatible land uses through the provision of open space, landscaping berms, site design or other suitable means.*
  - *c. The development of **type A community facilities shall be permitted in the Rural areas**, as designated on the Future Land Use Map, **only when such developments provides regional services,** or is incompatible with urban uses or services the existing needs of the immediate area in which it is located.*
  - *d. Polk County adopted the Land Development Code in accordance with Section 163.3202(1), FS, to further define appropriate development controls to govern the locational and site criteria for Type A Community Facilities."*

- *The Polk County Land Development Code Section 220 prohibits non-residential buildings, garbage dumpsters, loading facilities, wastewater lift stations within 50 feet of an offsite residential district. Parking and lighting are strictly regulated. Parking can be no closer than 15 feet from a residential property and require additional landscaping within 50 feet of adjacent residential districts and uses.*

- *The Polk County Land Development Code Section 303 has no standard conditions for Government Facilities.*

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 2025-18.**

Planning Commission Recommendation:
At an advertised public hearing on August 6, 2025, the Planning Commission voted 7:0 to recommend APPROVAL of LDCPAS-2025-18 to the Board of County Commissioners after hearing public testimony.

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 to follow lists the Future Land Use (FLU) designations and the existing uses surrounding the subject site that are immediately adjacent.

Table 1

Northwest: Residential Low (RL-1), Residential Suburban (RS) Single-family detached homes	**North:** Institutional (INST-1) Scott Lake Elementary	**Northeast:** Residential Suburban (RS) Single-family detached homes
West: Residential Low (RL-3), Convenience Center (CC) Retail nursery, Shopping Plaza, Gas Station	**Subject Property:** Residential Low (RL-3) Vacant land, stormwater treatment facility	**East:** Residential Low (RL-3), Conservation Open space for Hallam Preserve (PD 04-16)
Southwest: Residential Low (RL-3), Single-family attached housing	**South:** Residential Low (RL-3), Single-family detached homes Hallam Preserve (PD 04-16)	**Southeast:** Residential Low (RL-3), Single-family detached homes Hallam Preserve (PD 04-16)

Source: Polk County Geographical Information System and site visit by County staff

On three sides, there are land uses that will see no adverse effects from a fire station and other government facilities at this site. These uses are commercial, elementary school, and open space. There is moderate residential density to the south. The station and any other government facilities will be required to be set at least 50 feet back from the property line in accordance with Section 220 of the Land Development Code (LDC). However, there should be an even greater setback because the south side is most likely where drainage will be channeled and stored before release into the stormwater treatment system to the west.

Compatibility with the Surrounding Land Uses, Environment, and Infrastructure:

This Comprehensive Plan amendment (CPA) will designate the property to serve government facilities in the future. The site is intended for a fire rescue station that will be relatively benign for approximately 95% of any given day. However, when emergencies occur there are approximately two minutes of loud noise and lights. This can be occasionally disruptive to neighboring properties, but they are necessary to all the inhabitants in the area. Typically, the sirens are not used late at night when leaving the station unless there is oncoming traffic.

This site is strategically located to enhance fire rescue coverage for the Lakeland Highlands. Currently, the first responding stations are over three miles away and are stretched to cover the area because of development growth around them. This site has all the necessary urban services needed to support the station and environmental limitations on the site are minimal.

A. Land Uses:

Comprehensive Plan Policy 2.116-A3 states that "Institutional development may occur within the lands designated Institutional on the Future Land Use Map Series, and in any other land use designation throughout the County." Therefore, designating government property INST should be considered compatible with any other land use district, according to the Comprehensive Plan policies. By designating the property INST, there is a greater chance that future residents will be aware of the government facilities located there. Changing the County's stormwater treatment facility to PRESV is consistent with the Comprehensive Plan and allows greater development of the Fire Rescue site and abutting commercial districts as well as informing neighboring residential property owners that the facility will not be developed for other purposes in the future. The result of these changes may appear that it creates an incompatible land use mix with an isolated RL-3 property surrounded on three sides by non-residential land uses. However, the current use of the property is a commercial use (retail nursery).

The Comprehensive Plan 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.*"

B. Infrastructure:

This requested map amendment is needed to establish a new fire rescue and ambulance station in an area that has seen much growth over the past 20 years. This site is strategically located to provide optimal fire rescue and ambulance coverage to the central Lakeland Highlands area. It will enable the closure of the Highland City station that is antiquated and unable to house the necessary staff, vehicles, and equipment needed to meet the demands of today's rescue needs.

The site has over 300 feet of frontage on CR 540A and has access to the signalized intersection of Malcomb Drive and CR540A which provides many alternatives for design of entry and exit. There is ample water and wastewater service available to the site in both line and system. Drainage outfall will connect to the stormwater treatment facility included in the request.

C. Environmental:

A sufficient portion of the site is without environmental limitations. The southern portion of the site has some limitations that will have to be managed through the site design of the facility. There is a small wetland and flood hazard area in the middle of the site that will have to be modified and enhanced to provide for greater onsite storage and treatment before release into the County's Christina drainage network. Design of this site can have some positive benefits to the overall drainage infrastructure in the area. There is also a nearby Bald Eagle's nest that may have to be monitored during construction but there is ample separation distance to meet state and federal standards.

Nearest Schools

The property is zoned for the closest schools. However, the site will not be used in the typical residential capacity. Fire rescue workers are unaccompanied while working; therefore, no demand for K-12 schools is anticipated. The table to follow provides data on the zoned schools and current capacities.

Table 2

Name of School	Annual Estimated Demand	Distance from subject site	School Capacity
Scott Lake Elementary	0 students	±0 miles opposite CR 540A	72%
Lakeland Highlands Middle	0 students	±2 miles driving distance	79%
George Jenkins Senior High School	0 students	±1.7 miles driving distance	61%

Source: Polk County School Board, Duncan Associates Educational Facility Impact Fee Study, GIS

Proximity to schools and conflicts with school entrances are the primary concerns with non-residential uses due to the congestion caused by pick-up and drop-off of students. However, having a public safety facility directly across the street is also an asset to the operation of the school. Entrance to Scott Lake Elementary is from Malcomb Drive that is signalized at CR540A and will be controlled in the event of an emergency during pick-up or drop-off.

Nearest Sheriff, Fire, and EMS Station

This map amendment request is to enable a new larger fire rescue station on a larger property to provide both fire rescue and ambulance (EMS) services to replace the Highland City station and enable the Medulla Station to reduce its coverage to better serve the new growth in southwest Lakeland. This provides better spacing between fire protection and EMS units and enables greater efficiency.

Table 3

	Name of Station	Distance	Response Time*
Sheriff	Southwest District Command (4120 US 98N, Lakeland)	±6½ miles	7 minutes
Fire	Station #2 Medulla I (2523 Ewell Road near Lakeland) Station#35 Eaton Park (3409 Winter Lake Road) Station#28 Highland City (4104 Clubhouse Road, Highland City)	±3.2 miles ±7 miles ±5 miles	6 minutes
EMS	Station #2 (2523 Ewell Road near Lakeland) Station#34 (3822 South Florida Ave, Lakeland) Station#15 (300 Kid Ellis Road near Mulberry)	±3.2 miles ±4.6 miles ±7 miles	6 minutes

Source: Polk County Sheriff's Office and Public Safety
**Response times are based on when the station receives the call and not from when the call is made to 911.*

The responding Sheriff's substation will be out of the Southwest District located at 4120 US Highway 98 near Polk State College and is 6.5 miles to the site. 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 district. The Southwest District has the second highest staffing level of the five District Stations in the County. Once the fire rescue and ambulance facility are designed for the site, it is anticipated there will be additional space for a law enforcement component onsite.

Water and Wastewater

There is ample capacity of potable water and sanitary sewer in Polk County's Southwest Regional Utility Service Area. There is even reclaimed water available. There is a potable and reclaimed

waterline abutting the property and three different ways to connect to wastewater depending on how the building is located.

A. Estimated Demand:

If you look at the absolute worst-case scenario of what can be constructed in the INST district you will see an outrageous discrepancy between the current and proposed district demands for services. Table 4a, to follow, provides generalized estimates of the anticipated water and wastewater demands in the maximum scenario. However, it is not likely that the maximum will occur on this site.

Table 4a

Subject Property	**Estimated Impact Analysis**		
±8.13 acres *RL*	**Demand as Currently Permitted**	**Proposed Change to 4.57 acres INST and 2.89 acres of PRESV maximum effect**	**Percentage increase**
Permitted Use	56 dwelling units	Office building (149,302 sq.ft @ 75% FAR)	
Potable Water Consumption (GPD)	20,160	35,832	177.74%
Wastewater Generation (GPD)	15,120	28,666	189.56%

Source: Polk County Concurrency Manual & Polk County Utilities estimates
*** Offices are 0.24 GPD per sf for water and 80% for wastewater.*

In reality, a 7,500 square foot fire rescue station most likely consumes an average of 790 gallons of potable water per day and 632 gallons of wastewater according to standard estimates. Table 4b, to follow, provides generalized estimates of the anticipated water and wastewater demands of the planned government facilities on the site. This more realistic comparison shows that the demand for water and wastewater is far less than the base level demand permitted by right on the property under its current land use designation.

Table 4b

Subject Property	**Estimated Impact Analysis**		
±4.57 acres *Residential Low-3*	**Demand as Currently Permitted** *RL-3*	**Maximum Permitted on the property** *RL TSDA*	**Future Plan** Government Facility
Permitted Intensity	Vacant 13 units	56 dwelling units	7,500 sq.ft. Fire Rescue Station
Potable Water Consumption (GPD)*	4,680	20,160	*790 GPD*
Wastewater Generation (GPD)*	*3,510*	15,120	*632 GPD*

Source: Polk County Concurrency Manual & Polk County Utilities estimates, Single-family 360 gpd water, 270 wastewater, Offices = 0.24 gallons per square foot, 20% less for wastewater

B. Available Capacity:

There is a 12-inch potable waterline and gate valve onsite. There is a 16-inch force main in the intersection of CR 540A and the unopened Gladman Road right-of-way there is a manhole to gravity line on the corner of 540A and Malcomb Drive directly across the street. There is an 8-inch gravity line and manhole on Station Street with access through easement on the stormwater treatment site and another 8-inch gravity line through easement on the south side on Pintail Place. There is a 16-inch reclaimed waterline on the south side of the CR540A right-of-way. All lines have capacity to serve the fire rescue station.

The Southwest Utility Service Area is permitted for 6,780,200 GPD of water capacity. Current flow is approximately 4,436,000 GPD leaving 2,344,000 GPD available. The system growth rate is approximately 181 gallons and 0.5 equivalent residential connections per day. At the current rate of growth there is over 35 years of potable water capacity remaining.

The Southwest Wastewater Treatment Plant is permitted to treat 4,000,000 GPD. Current flow is approximately 2,238,000 GPD leaving 1,762,000 GPD of uncommitted capacity. The system growth rate is approximately 115 gallons and 0.43 equivalent residential connection per day. At the current rate of growth, there are over 42 years of wastewater treatment capacity remaining.

Reclaimed water capacity is not tracked for concurrency. The capacity to serve reclaimed water is directly proportional to the amount of wastewater treatment. As more homes are connected to wastewater service, more are connected to reclaimed water for irrigation. This reduces demand on the potable water system which extends the capacity of the potable water facilities. Currently, the output at the wastewater treatment facility exceeds the demand for reclaimed because there are not as many reclaimed water customers relative to wastewater customers. Southwest was the last facility to be improved to treat wastewater effluent to a reusable level. However, this does not go to waste. The excess reclaimed water is diverted to the Se7en Wetlands Park to provide much needed additional wetland recharge into the Alafia Watershed.

C. Planned Improvements:

The Southwest Utility Service Area is currently undergoing a comprehensive review of its master plan. The potential for vacant land to develop in the next 5 to 25 years is being evaluated and estimated. Staff are reviewing the potential to expand the utility service area to the south. The city of Mulberry is conceding its service area on Carter Road due to lack of capacity in their systems.

Roadways/Transportation Network

There are more than adequate transportation facilities to accommodate an INST district with a fire rescue station at this location. The traffic generated from such a facility is rather low relative to other potential uses for the property. The surrounding roadway network has ample capacity remaining. There is a nearly complete sidewalk network, but mass transit services are a bit out of reach in the area.

A. Estimated Demand

It is often difficult to estimate the impact of a Future Land Use Map change to an Institutional district because there are so many possible uses. Looking at the maximum buildout of the highest intensity use possible provides the analysis below:

Table 5

Subject Property	Estimated Impact Analysis		
±8.13 acres *RL*	**Demand as Currently Permitted**	**Proposed Change to 4.57 acres INST and 2.89 acres of PRESV maximum effect**	**Percentage increase**
Permitted Use	56 dwelling units	Office building (149,302 sq.ft @ 75% FAR)	
Average Annual Daily Trips (AADT)	438	3,373	*770%*
PM Peak Hour Trips	56	255	*455%*

Source: Polk County Concurrency Manual rate of Government Office Complex = 89% new trips 22.59 AADT/1,000 sq.ft., 1.71 PM Peak Hour, Single-family Unit 7.81 AADT, 1 PM Peak hour

In reality, the proposed 7,500 square foot Fire Station will not likely have as much impact on transportation facilities as it does a similar size of government office. Current estimated multipliers are 22.59 AADT per 1,000 square feet and 1.71 PM peak hour trips per 1,000 square feet with an estimate of 89% new trips. However, when there is an emergency there will be at least six vehicle trips and traffic will stop for a brief period of time at all intersections traversed. The table to follow provides a more accurate comparison of the current entitlements to the intended use of the property.

Table 5a

Subject Property	Estimated Impact Analysis		
±4.57 acres *Residential Low-3*	**Demand as Currently Permitted** *RL-3*	**Maximum Permitted on the property** *RL TSDA*	**Future Plan** Government Facility
Permitted Intensity	Vacant 13 units	56 dwelling units	7,500 sq.ft. Fire Rescue Station
Average Annual Daily Trips (AADT)	102	438	168
PM Peak Hour Trips	13	56	12

Source: Polk County Concurrency Manual rate of Government Office Complex = 89% new trips 22.59 AADT/1,000 sq.ft., 1.71 PM Peak Hour

For this comparison, the stormwater treatment facility that is proposed for PRESV is factored out of the analysis since it is developed.

B. Available Capacity

There is available traffic capacity in the network to support a public safety facility at this location and much more.

Table 6

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard
4041E	County Road 540A From: S. Florida Ave. (SR 37) To: Lakeland Highlands Rd.	C	693	D
4041W	County Road 540A From: Lakeland Highlands Rd. To: S. Florida Ave. (SR 37)	C	648	D
4162E	County Road 540A From: Lakeland Highlands Rd. (SR 37) To: US 98	C	759	D
4162W	County Road 540A From: US 98 To: Lakeland Highlands Rd.	C	759	D
5805N	S. Florida Ave (SR 37) From: Shepherd Road To: Pipkin Road	C	631	D
5805S	S. Florida Ave (SR 37) From: Pipkin Road To: Shepherd Road	C	576	D

Table 6

Link #	Road Name	Current Level of Service (LOS)	Available PM Peak Hour Capacity	Minimum LOS Standard
5804N	State Road 37 From: State Road 60 To: Shepherd Road	B	1,120	D
5804S	State Road 37 From: Shepherd Road To State Road 60	B	1,084	D
8079E	Carter Road From: S. Florida Ave. (SR 37) To: County Road 540A	C	262	D
8079W	Carter Road From: County Road 540A To: S. Florida Ave. (SR 37)	C	283	D
4037N	Scott Lake Road From: County Road 540A To: Hallam Drive	C	347	D
4037S	Scott Lake Road From: Hallam Drive To: County Road 540A	C	323	D

Source: Polk County Transportation Planning Organization, Concurrency Roadway Network Database April 8, 2022
** Indicates capacity after programmed improvements*

Traffic capacity is important to fire rescue operations. As capacity declines, it increases the time of travel to destinations. This raises the response times and limits the area that the station can effectively service. Table 6 provides a gauge of the area traffic at its peak hour, peak season level. In this location the major roads have ample capacity. According to FDOT, there has been an 8.3% increase in traffic volume on South Florida Avenue since 2022 while there has been a 2% decrease on CR 540A.

C. Roadway Conditions

County Road 540A, Scott Lake Road, and Carter Road are in excellent condition. There are no significant demands for resurfacing in the area that this station will serve.

D. Planned Improvements:

There is only one roadway improvement planned in the five-year Community Investment Program in this area. It is listed to follow.

Table 7

Location	Fiscal Year CIP (construction cost)	Project Description
Fitzgerald at SR 37 Intersection	2024-2025 ($166,000)	Intersection improvements, add turn lane(s). Undergoing final permitting with FDOT. Construction to begin soon. Should be completed by the end of September.

Because the area is reaching buildout, it is not likely that any substantial roadway improvements will be made in the area. The Lakeland Highlands area has seen a significant share of County and state Roadway improvements in the last 20 years.

E. Mass Transit

The closest mass transit stop is ±1.7 miles from the site infront of Home Depot on the south bound lane of South Florida Avenue (SR 37) and Culvers on the north bound lane side. There are sidewalks that connect with some gaps that require extra crossings. The Lime Flex Line connects to three transfer points and operates with one hour headways Monday through Friday.



F. Sidewalks

There are some gaps in the sidewalk network on County Road 540A (CR540A). One of the main gaps is along the frontage of this property and the abutting commercial area. Carter Road has a nearly complete sidewalk network.

Park Facilities and Environmental Lands

New public safety facilities include onsite recreation for the fire and EMS staff when there is enough land. The current facility in Highland City lacks this, but this new facility will have ample room for recreation equipment both indoors and outdoors for staff. There is a somewhat complete sidewalk network connecting to Christina Park which is less than 1¼ mile from the site. It is a community-scale park. Within a short driving distance, there is Loyce Harpe Park (aka Carter Road Park) which is a Regional Park. Lake Highlands Scrub is the closest publicly accessible environmental lands acquisition. While fire rescue stations don't necessarily need park facilities, heavily used park facilities often need emergency medical services. This site is strategically located close to two County parks which will be a great benefit to the community.

A. Location:

- Christina Park, 625 CR 540A (1.2 miles driving distance from site)
- Loyce Harpe Park, 500 Carter Road (2½ miles driving distance from site)
- Lakeland Highlands Scrub (2½ miles driving distance from site)

B. Services:

- Christina Park - five (5) softball fields, picnic shelters, playground, and pavilion.
- Loyce Harpe Park – one (1) regulation baseball field, eight (8) little league fields, four (4) softball fields, batting cages, biking/cycling, boat launching site, disc golf, mountain biking, pavilion, playground, restrooms, skate park, two (2) soccer fields, four (4) multipurpose fields, walking paths/trails.

C. Environmental Lands:

Lakeland Highlands Scrub protects the largest remaining contiguous tract of the historic Lakeland Ridge and is home to a small population of red-tailed hawks and palm warblers on over 550 acres. Two trails, the 2.2-mile Tortoise Trail and 0.6-mile Shady Oak Trail, move hikers along open dry

prairie, pine flatwood, oak hammock and basin swamp habitats. Walking through Lakeland Highlands Scrub connects to a secondary entrance of Se7en Wetlands Park for extended hiking.

D. Planned Improvements:

There has been $1,771,386 in improvements to Loyce E. Harpe Park in the last five years. There are no further recreational improvements scheduled for this area by the County in the five-year Capital Investment Plan.

Environmental Conditions

The site has a few environmental limitations that will have to be managed through design of the facility. There is a small wetland and flood hazard area in the middle of the site that will have to be modified and enhanced to provide for greater onsite storage and treatment before release into the County's Christina drainage network. There is a nearby Bald Eagle's nest that may have to be monitored during construction. Some of the soil onsite will need some amendments and possibly additional fill material to prepare it for construction. However, nothing appears too severe for concern.

A. Surface Water

This area is part of a stressed basin managed by the County Roads & Drainage Division through a comprehensive system of drainage structures that move the water to Se7en Wetlands Park where it can be filtered into the north prong of the Alafia River. While there is a positive outfall for the site, there are parts of it that are constrained. Therefore, development is required to slow the stormwater that passes through it in order to give the system time to recuperate through more intensive storm events. The site sits as high as 222 feet above sea level. Current drainage flow is northeast and southeast on the site to the center where there is a small creek that connects to the stormwater treatment facility recommended for designation to a Preservation (PRESV) district. This pond releases the treated outfall into a network of County Maintained drainage structures that flow through the many lakes within Christina leftover from phosphate mining in the area. Those lakes are connected to Se7en Wetlands Park at 160 feet above sea level which is owned by the City of Lakeland for filtering coolant water piped to it from its power generation facilities on Lake Parker. The Christina area stormwater and excess reclaimed water from Polk County's Southwest wastewater treatment system are combined with the cooling water at the park facility for final treatment before release into the north prong of the Alafia River. The fire rescue station site will be designed to handle a 100-year storm event due to the condition of this drainage basin.

B. Wetlands/Floodplains

There is a possibility of some wetlands onsite related to a small intermittent creek that moves area waterflow to the County's stormwater treatment facility that is included in this request to be designated Preservations (PRESV). There is a 100-year flood hazard area also associated with the creek. This creek and its associated floodplain and wetlands will be redesigned with the development of this site and enhanced to provide better stormwater management both for handling greater quantities but for also enhancing water quality as it moves into the County's Christina drainage system and onto Se7en Wetlands Park and onto the Alafia River. This area is considered a stressed basin therefore the onsite stormwater system will be required to be designed to a 100-year 24-hour storm event.

C. Soils:

The majority of the site is comprised of Smyrna and Myakka fine sands, severely rated soils. More than likely, filling material will be needed to stabilize the building foundations in that area of the property.

Table 8

Soil Name	**Septic Tank Absorption Field Limitations**	**Limitations to small commercial buildings**	**% of Site** *(approximate)*
Smyrna and Myakka	Severe: wetness, poor filter	Severe: wetness.	60%
Tavares Fine Sand	Moderate: wetness	Slight	30%

Source: Soil Survey of Polk County, Florida, USDA, Soil Conservation Service

Smyrna and Myakka Soils often have a surficial aquifer (water table) within less than 18 inches of the surface. They are not always a sign of wetlands but possess many wetland qualities. The north third of the site has excellent soil for development which is where most of the station area will be placed. The south end will be used to mitigate and manage offsite drainage and the flow that comes into the small creek in the middle of the property. The floodplain and wetland areas will be designed to provide more drainage capacity and improve water quality.

D. Protected Species

According to Polk County Endangered Habitat Maps, the property is located within a one-mile radius of an endangered species sighting. (Source: Florida Natural Areas Inventory, 2002, 2006 &2011). There is a Bald Eagle's nest located on the property to the west. It is beyond the required separation distance established by the U.S. Endangered Species Act. Regardless, a species study will be conducted prior to Level 2 Review (engineered plans). This will be necessary to receive funding under federal programs.

E. Historic and 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. However, there have been historical resources discovered in the area to the south where phosphate mining occurred.

F. Wells (Public/Private)

Polk County Utilities provides potable water service to the site. The closest public wellfield is located in the ImperiaLakes development just south of Shepherd Road over two miles away. There are individual private wells serving some of the lots in the unrecorded subdivision the southwest known as Broken Arrow Trail. This facility will have cleaning equipment to remove carcinogens from firefighter uniforms after a rescue. It is a self-contained apparatus, and the waste is removed from site and disposed of at a controlled facility offsite.

G. Airports

There are no public use airports within three miles of this site. The closest is Lakeland Linder International Airport over 4½ miles to the northwest. It has a fire station and there appears to be

no conflicts with that. There are no structures planned onsite above two floors. The highest structure will be a communication tower of approximately 80 feet high.

H. Conservation Lands

Just under ½ - mile to the east and a mile to the south there are two areas purchased and maintained by the County's Environmental Lands program. Immediately to the east is a property designated as open space for habitat protection in PD 04-16 the Hallum Preserve development. This proposed fire rescue facility will benefit the staff that work in these areas and in the event of a fire, protect the lands. In the Lakeland Highlands Scrub protection area to the south, there are hiking trails open to the public. This facility will enable greater protection for hikers in the event of an accident that may occur while enjoying the outdoors.

Economic Factors:

There are two factors that contribute to the need to purchase land in this area and develop a fire rescue and EMS station. Throughout the growth and development of the Lakeland Highlands area, fire rescue services have been provided from the periphery in slower growing areas. This site is primarily being added to the fire rescue network so that periphery stations can serve other areas that are now developing.

The other factor is the changing needs of public safety services. It used to be that a half an acre could easily accommodate a standard fire rescue crew. There was usually a need for a pumper truck and a vehicle for an emergency medical technician (EMT). Ambulance services could be run from sites in the major cities to shuttle victims from the point of rescue to hospitals. As the population increases, so do public safety facility expectations. There is a need for a broader range of services beyond what was provided in the past. Those services require more equipment. Heavy rescue vehicles became a station necessity. Innovations in housing materials have required a need for more enhanced cleaning equipment to recover from a fire event. With increases in population, there are more rescue events and the need to transport victims to hospitals increases. Recently, it has been realized that almost every fire rescue facility needs an ambulance crew. With all of these expanded services comes the need for more personnel on hand at each station. The culmination of all these enhancements requires larger stations to house equipment and personnel. This requires more property. The current first response station for much of the Lakeland Highlands is located on less than one-half acre in Highland City. Together, this site in the Christina area and another to be located on the edge of the Bartow city limits on U.S. Highway 98 will replace the current Highland City station.

Consistency with the Comprehensive Plan

As population density increases in an area there is also a need to increase the number of fire rescue stations. There is a direct correlation between the need for fire and emergency medical services and the number of people served by them. As density increases, the number of fire stations in the same area must increase to keep up with demand. Although the growth pattern has been established in this area, the increases in density in adjacent areas require new stations to alleviate demand on other stations. The current Comprehensive Plan does not adequately embody this in its policies and objectives. The upcoming re-writing of the plan may improve upon this deficiency.

Meanwhile, the Community Investment Plan (CIP) will continue to seek lands for new stations. This request is a part of the CIP.

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:

- Section 2.102 – General Growth Management policies
- Section 2.104 – Transit Supportive Development Area (TSDA) policies
- Section 2.116 – Institutional

The table to follow provides a brief breakdown of Section 2.102 policies that are most pertinent to this request.

Table 9

Comprehensive Plan Policy	Consistency Analysis
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 site is the last undeveloped piece of available land in the area. It is infill development within an urban area.
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 site was chosen due to the connection to a major thoroughfare with a signalized intersection and abutting a County stormwater treatment facility. This creates an ideal location for a fire rescue station. There is privately owned preservation land to the east as well. The only abutting residential area is to the south and there is a significant amount of space for adequate buffering.
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 site will be connected to Polk County public water (potable and reclaimed) and wastewater services. The area is mostly built out. The strategic location of this facility will enable the redirection of other fire rescue stations to better serve less developed but growing areas of the County.
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.	This site was recently purchased by Polk County. The INST designation will allow for government facilities such as the proposed fire rescue and EMS station.

Table 9

Comprehensive Plan Policy	Consistency Analysis
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 requested INST district is to allow for the placement of fire rescue and EMS services on this site to improve response times of emergency services in the area.

The table to follow provides a brief breakdown of Section 2.104 Transit Supportive Development Area (TSDA) policies that are most pertinent to this request.

Table 10

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.104-A1: DESCRIPTION – Transit Supportive Development Areas shall meet the following criteria: a. 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; b. be supported by existing or planned urban type services that are programmed or expected for the 10-year planning horizon; be designated as part of a coordinated land use and transportation strategy that supports the provision of improved and expanded transit services, as identified in the Transportation Planning Organization (TPO) 2060 Transportation Vision Plan and the connecting circulator routes, in order to increase mobility and travel options; c. 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;	This request is for a facility that will provide greater emergency response services to an urbanizing area. However, there are a few urban services in the area that are substandard for a TSDA district. This facility may enable more growth and density that will be commensurate with TSDA densities and promote the demand for expanded transit service.
POLICY 2.104-A5: DEVELOPMENT CRITERIA -- Development within the Transit Supportive Development Areas shall conform to the following criteria as further specified by the Land Development Code:	
a. provide access to transit facilities;	Transit services are substandard for in this area for TSDA designation. It is hoped that the transit demand will improve with the added growth that this facility will enable.
b. connect to centralized potable water and sanitary sewer systems;	There is a 12-inch water main that the new fire station will connect to and and depending on the facility design, there are three different ways to connect to sanitary sewer.
c. incorporate design features that promote healthy communities and green building practices, as established in Section 2.1251, Community Design, of this element;	This request is to provide better emergency responses to the area. Nothing could be healthier than that.

Table 10

Comprehensive Plan Policy	Consistency Analysis
d. implement "Complete Street' and "Conservation Development" principles as established under Section 2.1251, Community Design, of this element;.	County Road 540A is somewhat of a complete street. The sidewalk stops at this property. It will continue to the west as far as the right-of-way permits with the construction of the station.
e. integrate pedestrian-oriented features, including sidewalks, trails or walkways into every development including appropriate pedestrian shelters or awnings;	There is a prototype design for fire rescue stations that will be utilized.
f. provide access to civic space, parks, green areas, and open space and other amenities;	There is a public park within 1.2 miles of the site.
g. be supported by public safety (i.e., fire, EMS and law enforcement);	The sole purpose of this request is to provide greater public safety services.
h. have access to public schools, and	There is an Elementary School directly across the street.
i. provide connectivity with adjacent uses within the TSDA, and facilitate connectivity between the TSDA and other urban centers and the rural development areas.	There are sidewalks on County Road 540A that connect to commercial uses, schools and parks.
j. encourage the inclusion of a variety of housing choices, other than single family detached homes, townhomes, condominiums, and residential units in mixed use buildings by establishing minimum densities that preclude the exclusive use of single family detached units within designated areas as established in Policy 2.104-A7.	Enhancing fire protection and emergency services in an area lowers insurance rates and increases property values. This can enable a wider variety of housing.

The table to follow provides a brief breakdown of Section 2.116 Institutional policies that are most pertinent to this request.

Table 11 – Institutional Policies

Comprehensive Plan Policy	Consistency Analysis
POLICY 2.116-A1: CHARACTERISTICS - Institutional areas are primarily characterized by private and public-service structures.	This CPA will enable the development of a County fire rescue station.
POLICY 2.116-A3: LOCATION CRITERIA - Institutional development may occur within the lands designated Institutional on the Future Land Use Map Series, and in any other land use designation throughout the County, unless	a. This site has frontage on a urban collector road. b. The closest residential structure is approximately 65 feet away.

Table 11 – Institutional Policies

Comprehensive Plan Policy	Consistency Analysis
further prohibited by the Land Development Code the County in accordance with Section 163.3201(1), FS. The following factors shall be taken into consideration when determining the appropriateness of establishing new Institutional areas on the Future Land Use Map Series, or in approving the location for an institutional use not located within lands classified as Institutional: a. Accessibility to roadways, with consideration being given to regional transportation issues for large-scale institutional developments having a regional market. b. Proximity to incompatible land uses, which is dependent upon the intensity of the institutional use (buffering may be provided to mitigate adverse impacts). c. The locational criteria enumerated in Policy 2.102-A9 and Policy 2.102-A10. d. Proximity to similar and compatible uses providing opportunities for shared facilities. e. Plans of the School Board and other public service agencies with jurisdiction in the County	c. It meets the criteria enumerated in in Policy 2.102-A9 and Policy 2.102-A10. See pages 10 thru 18 of the staff report. d. This will be for fire rescue and EMS with little room for anything else. e. The closest school is across the street.
POLICY 2.116-A4: DEVELOPMENT CRITERIA - Institutional development shall conform to the following criteria: a. Institutional uses include, but are not limited to: private and public-service structures. These commonly include: 1. public and private educational facilities; 2. government-administration buildings; 3. **public-safety structures (e.g. police and fire)**; 4. cultural facilities (e.g. libraries, museums, and performing-arts theaters); 5. health-care facilities e.g. hospitals, medical centers, clinics, nursing homes, adult day care centers, group homes, group living facilities, emergency shelters, residential treatment facilities.	The County acquired this property for the sole purpose of strategically locating a new fire rescue facility in an area that has outgrown the current stations that serve it.
b. Large institutional areas should be designed so that the more intensive uses are at the center of the development, with less intensive uses near the fringes.	While this will expand the current INST district by 30% it is mostly built out and will only reach 19.64 acres, which is at the small end of most INST districts. The fire station will occupy much of the addition to the district. If there is additional space, it will likely be used for other public safety functions.
c. Prior to site planning, the School Board, independent special districts and other governmental entities shall communicate to one another to pursue potential colocation of government services.	Polk County recently purchased the site. The proposed fire rescue station will take up a lot of the useable property. There will be no room for a school site. There is more room on the school site across the street for more school space than on this one.
d. Commercial uses within institutional areas mapped on the Future Land Use Map Series shall be primarily for the purpose of serving the institutions within the area and shall be limited to a scale appropriate for that purpose.	There are no commercial uses proposed on this site. The fire station will take up most of the frontage. The primary use for this site is public safety, There are no considerations for locating commercial uses onsite.

Table 11 – Institutional Policies

Comprehensive Plan Policy	Consistency Analysis
e. Institutional sites shall be designed to provide for: 1. Adequate parking to meet the present and future demands of the use. 2. Buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc. are examples of facilities which may require special buffering provisions.	The site has adequate space for the required parking for a fire rescue station. The County's prototype fire rescue and EMS station is 25 spaces. This provides enough space for all shifts and fire rescue administration to park during staff meetings.
f. Multi-family residential uses may be permitted at densities up to and including 15 dwelling units per acre as part of a Planned Development. Residential uses may be permitted according to the following: 1. Residential uses shall only be established adjacent to or in conjunction with a university, college, vocational school or other similar educational institution. 2. Residential development shall be intended to primarily meet the housing needs for students and facility members of the nearby educational institution.	No multifamily uses are proposed or characteristic of a fire station. The proposed fire station will also include ambulance service (EMS) as well. This along with the other fire rescue equipment and living quarters for personnel will consume much of the ±4.57-acre property. If there is usable property remaining, it will likely be used for another form of public safety infrastructure such as law enforcement.
g. Recreational uses accessory to the institutional use or compatible with the location of the institutional district.	The fire station will have a basketball goal for the firefighters to use.

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 as this is a mapping error of a land use, and it is permitted in the designated area. Table 10 (below) depicts the Urban Sprawl Criteria used by staff as indicators of Urban Sprawl.

Urban Sprawl Criteria: The following table lists the criteria are the primary indicators of urban sprawl per Florida Statutes Policy 2.102-A11.

Table 12 Urban Sprawl Criteria

Urban Sprawl Criteria	Sections 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

Urban Sprawl Criteria: The following table lists the criteria are the primary indicators of urban sprawl per Florida Statutes Policy 2.102-A11.

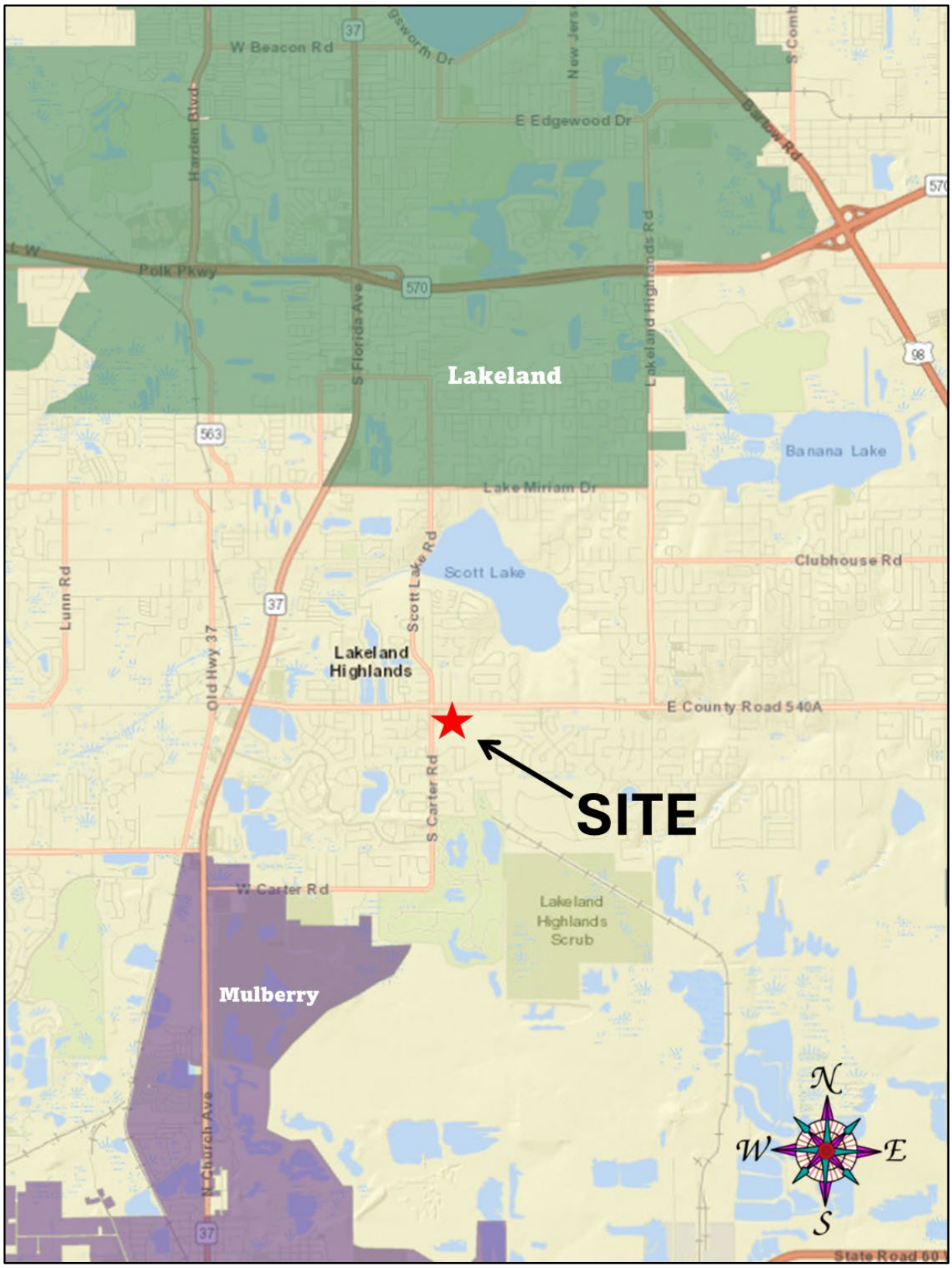
Table 12 Urban Sprawl Criteria

Urban Sprawl Criteria	Sections referenced in this report
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

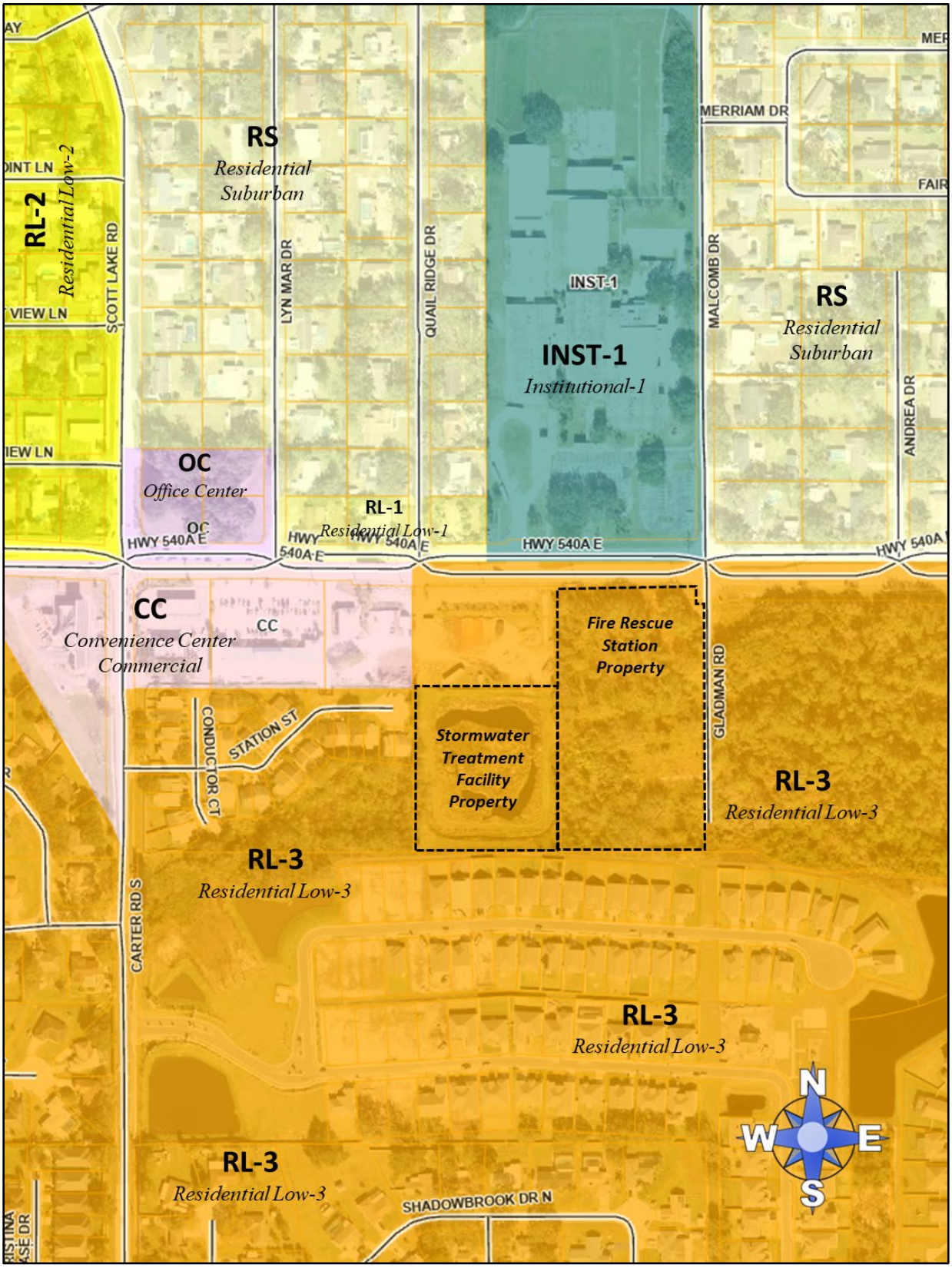
Comments from other Agencies: None.

Exhibits:

Exhibit – 1 Location Map
Exhibit – 2 Future Land Use Map
Exhibit – 3 2025 Satellite Photo (Context)
Exhibit – 4 2025 Satellite Photo (Close-up)
Exhibit – 5 District Use Comparison Table
Exhibit – 6 Proposed Future Land Use Map
Exhibit – 7 Typical Fire Station Site Plan



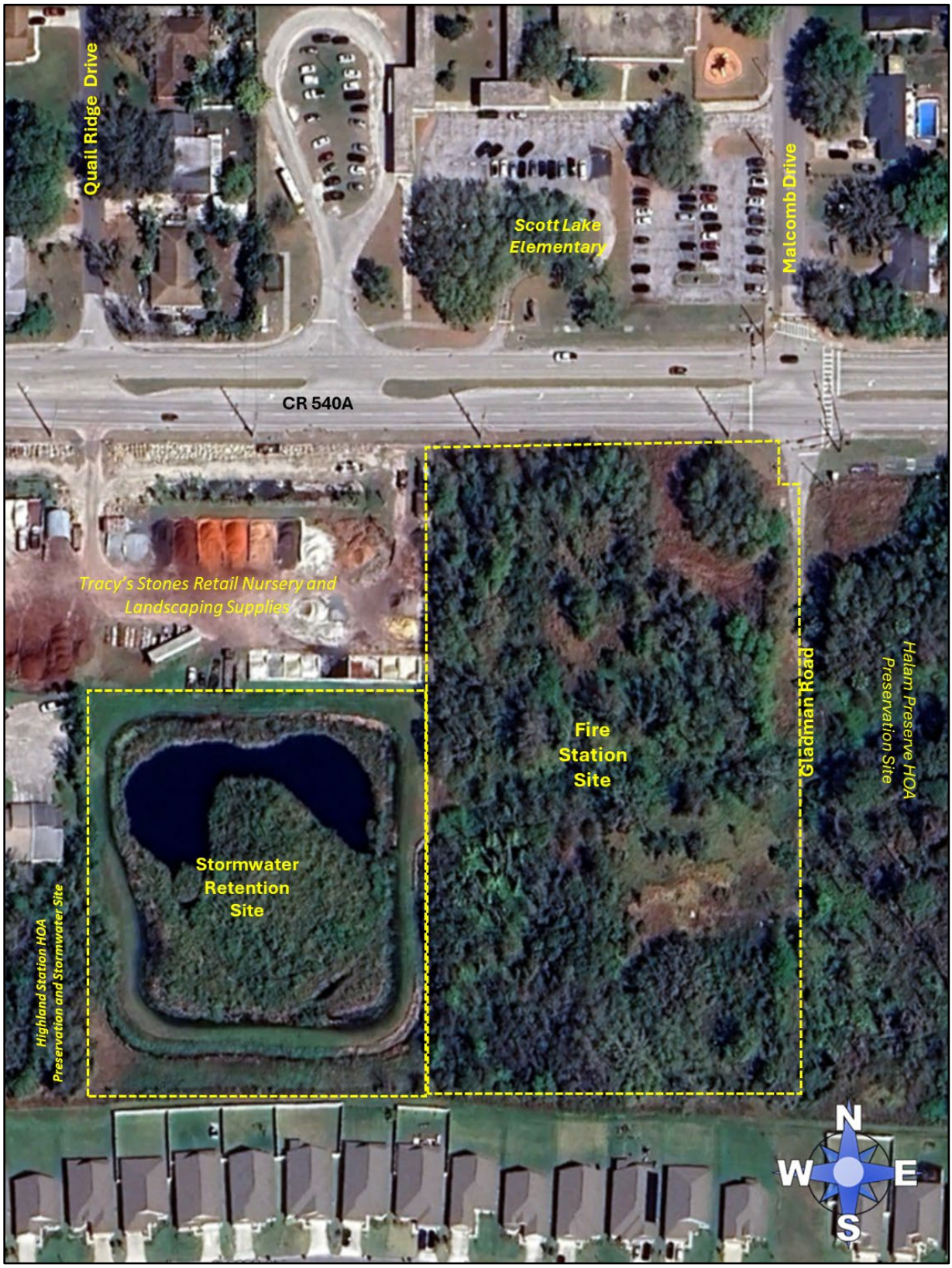
Location Map



Future Land Use Map



2025 Satellite Photo (Context)

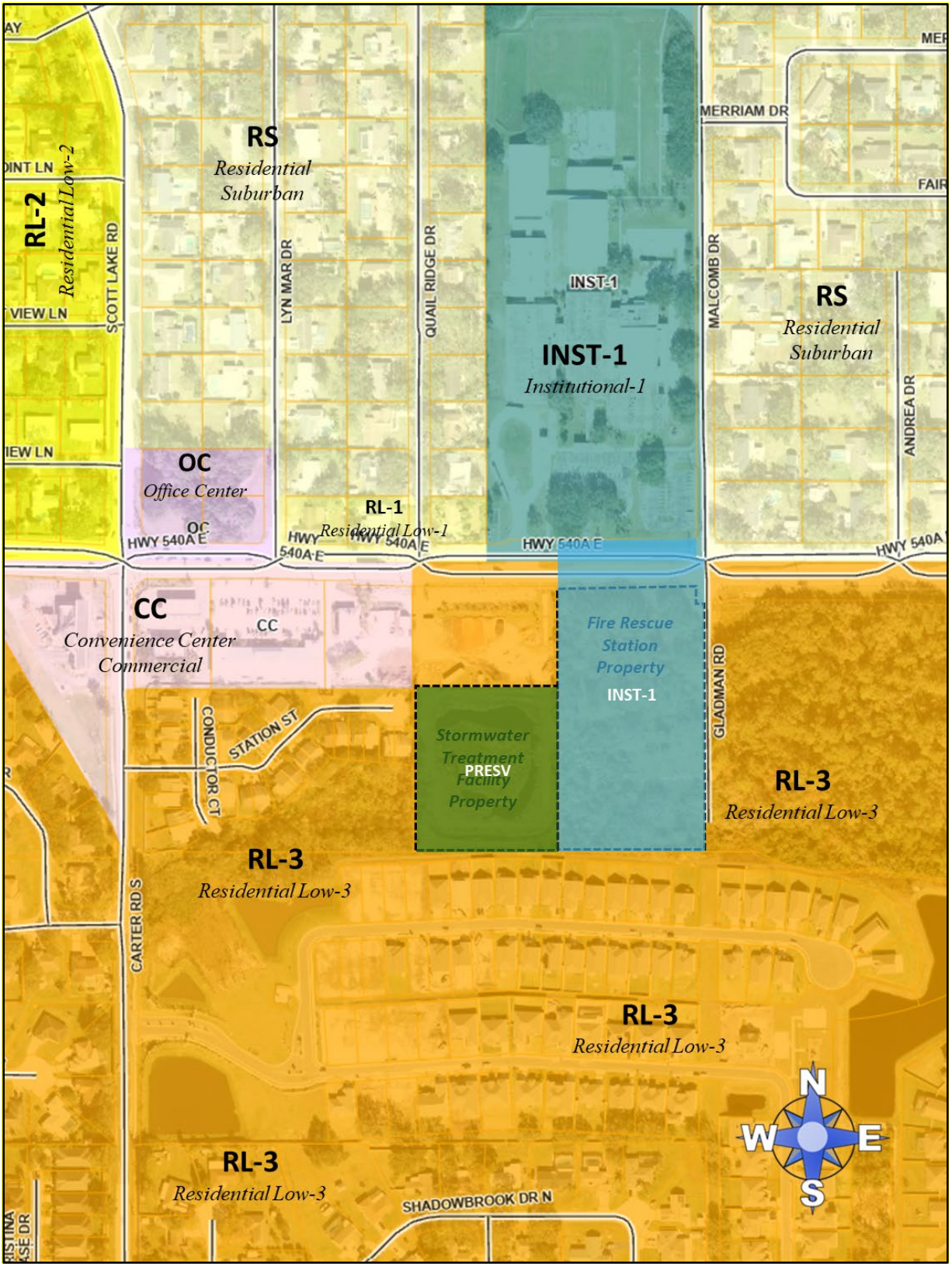


2025 Satellite (Close Up)

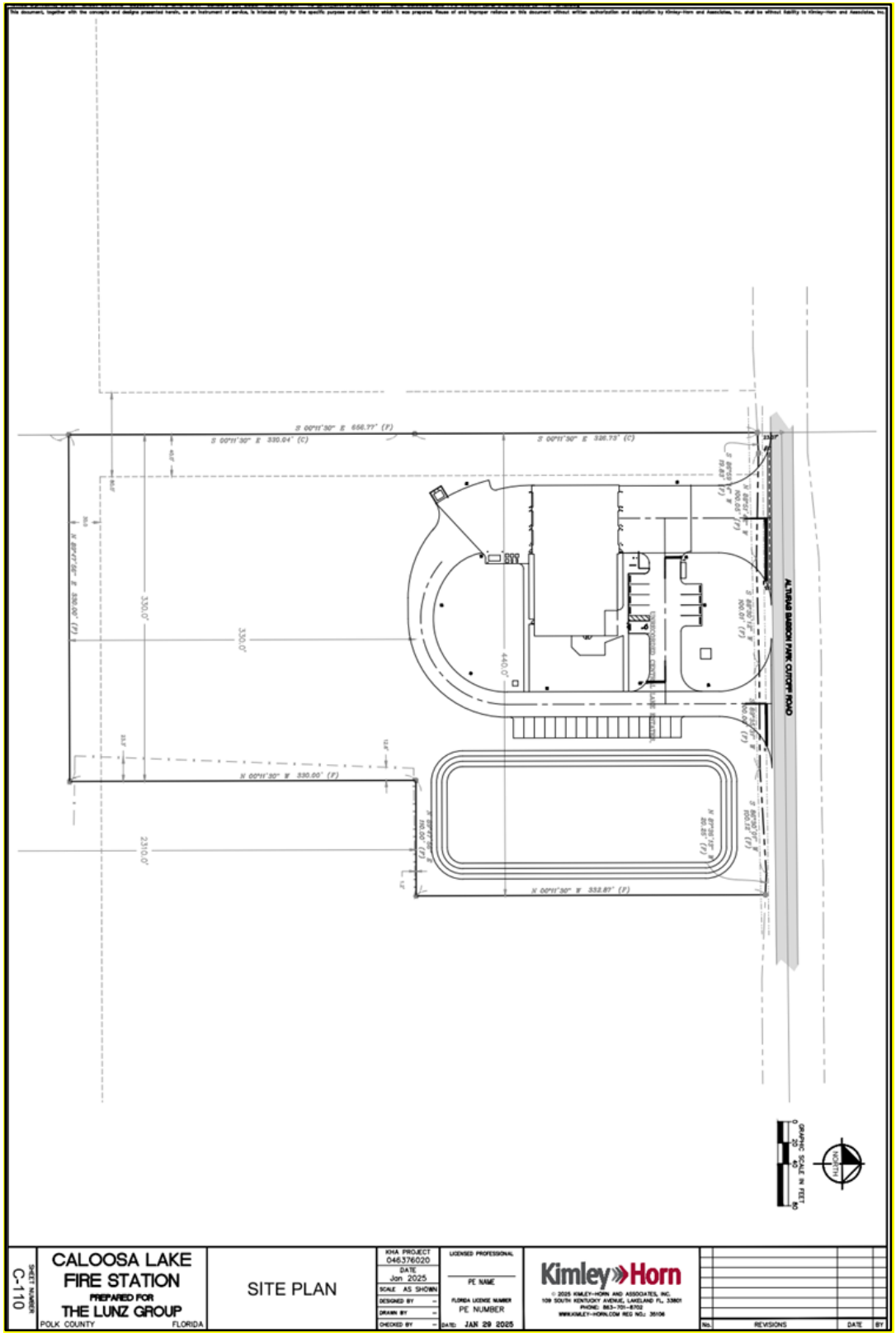
Comparison of Permitted and Conditional Uses*

District	Permitted Uses	Administrative Review	Public Hearing(s) Required
RL-3 *Residential Low-3*	Single-family Residential Class I Utilities	Small Group Homes (≤6 patients) Mobile Homes Residential Infill Development Golf Course Emergency Shelter (≤6 patients) Passive Recreation Low Intensity Recreation Elementary Schools Middle Schools Class II Utilities	Duplex Group Living Facility (≥15 patients) Mobile Home Park Mobile Home Subdivision Short-term Rental Planned Development Residential Based Mixed-Use Dev. Transitional Area Development Adult Day Care (≤6 patients) Bed and Breakfast Childcare Center Communication Towers Community Center Cultural Facility Emergency Shelter (6> patients) Government Facility Helistop High Intensity Recreation Vehicle Oriented Recreation Religious Institution High School Leisure/Special Interest School Class III Utilities
INST-1 *Institutional-1*	Childcare Center **Government Facility** Lodges and Retreats Elementary School Middle School Leisure/Special Interest School Production Studio Transit Facility	Group Living Facility (7+ clients) Adult Day Care Center (7+ clients) Cemetery Clinics & Medical Offices Community Center Communication Tower Cultural Facility Emergency Shelter (7+) Heliports & Helistops Nursing Home Offices & Office Park High & Low Intensity Recreation Vehicle Orien ted Recreation Religious Institution Research & Development Solar Power Generation Facility	Multifamily Housing (dormitories) Gas Station (fleet) Hospital Lime Stabilization Facility Residential Treatment Facility High School Residential Treatment Facility Vo-Tech, College or University

**Uses with the same level of review in both categories such as mining or agricultural uses which is preempted by State Law.*



Proposed Future Land Use Map



Typical Fire Station Site Plan

ORDINANCE NO. 25 -_____

AN ORDINANCE OF POLK COUNTY, FLORIDA ADOPTING LDCPAS-2025-18, AN AMENDMENT TO THE POLK COUNTY COMPREHENSIVE PLAN, ORDINANCE 92-36, AS AMENDED, MODIFYING THE FUTURE LAND USE MAP DESIGNATION ON 8.13± ACRES FROM RESIDENTIAL LOW-X (RLX) TO 4.57± ACRES OF INSTITUTIONAL-X (INSTX) AND 2.89± ACRES OF PRESERVATION (PRESV). THE SUBJECT PROPERTY IS LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 540A, WEST OF GLADMAN ROAD, EAST OF CARTER ROAD, SOUTH OF SCOTT LAKE ELEMENTARY, AND NORTH OF HALLAM PRESERVE, SOUTH OF THE CITY OF LAKELAND, NORTH OF THE TOWN OF MULBERRY IN SECTION 19, TOWNSHIP 29, RANGE 24; 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 August 6, 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 September 2, 2025; 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 1: 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 an approximately 4.57-acre site from Residential Low (RL) to Institutional (INST) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcel 242919-286000-000300

Lot 3, FARMING & TRUCKING LANDS OF W.F. HALLAM & CO'S., as shown by map or plat thereof recorded in the Office of the Clerk of the Circuit Court in and for Polk County, in Plat Book 1C, Pages 101A and 101B, in the Northwest Quarter of the Northeast Quarter of Section 19, Township 29 South, Range 24 East, Polk County, Florida, LESS road right-of-way over the North 40 feet thereof, and LESS additional right-of-way and lands as described in Order of Taking as recorded in Official Records Book 6025, Page 1441, Public Records of Polk County, Florida, and LESS part of Lot 3, more particularly described as follows: Commence at the Northwest corner for said Lot 3 and run South 00°18'49" East along the West boundary for said Lot 3 a distance of 57.60 feet to the Point of Beginning, said point lying on the Southerly right-of-way for County Road 540-A and lying on the arc of a curve having the following elements: a radius of 10049.00 feet, a central angle of 00°28'33", a chord bearing of South 89°41'28" East and an arc distance of 85.41 feet; thence run along said curve concave Northerly a chord distance of 85.41 feet to a point of tangent; thence continue along said right-of-way line South 89°56'05" East a distance of 242.41 feet; thence departing said right-of-way run South 00°33'50" East a distance of 229.45 feet; thence run North 88°41'24" West a distance of 328.94 feet to a point on aforesaid West boundary for Lot 3; thence run North 00°18'49" West along said West boundary a distance of 222.64 feet to the Point of Beginning.

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 an approximately 2.89-acre site from Residential Low (RL) to Preservation (PRESV) on the parcel listed below and graphically depicted on the parcel map in Attachment "A".

Parcel 242919-286000-000304

A PARCEL OF LAND BEING A PORTION OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4264, PAGE 1585, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ALSO BEING A PORTION OF LOT 3, FARMING & TRUCKING LANDS OF W.F. HALLAM & CO.'S, AS RECORDED IN PLAT BOOK 1, PAGES 101A-101B, OF SAID PUBLIC RECORDS, AND LYING IN SECTION 19, TOWNSHIP 29 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE NORTH 00°20'07" WEST, ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 377.71 FEET TO THE SOUTH LINE OF A PERPETUAL EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 6025, PAGE 1441, OF SAID PUBLIC RECORDS; THENCE SOUTH 88°37'15" EAST, ALONG SAID SOUTH LINE, 6.29 FEET TO THE WEST LINE OF A PARCEL OF LAND DESCRIBED AS PARCEL 145B IN OFFICIAL RECORDS BOOK 6025, PAGE 1441, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°20'52" EAST, ALONG SAID WEST PARCEL LINE, 377.56 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 89°59'41" WEST, ALONG SAID SOUTH LINE, 6.37 FEET TO THE POINT OF BEGINNING.

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 be effective on October 3, 2025 (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 5: FILING WITH THE DEPARTMENT OF STATE:

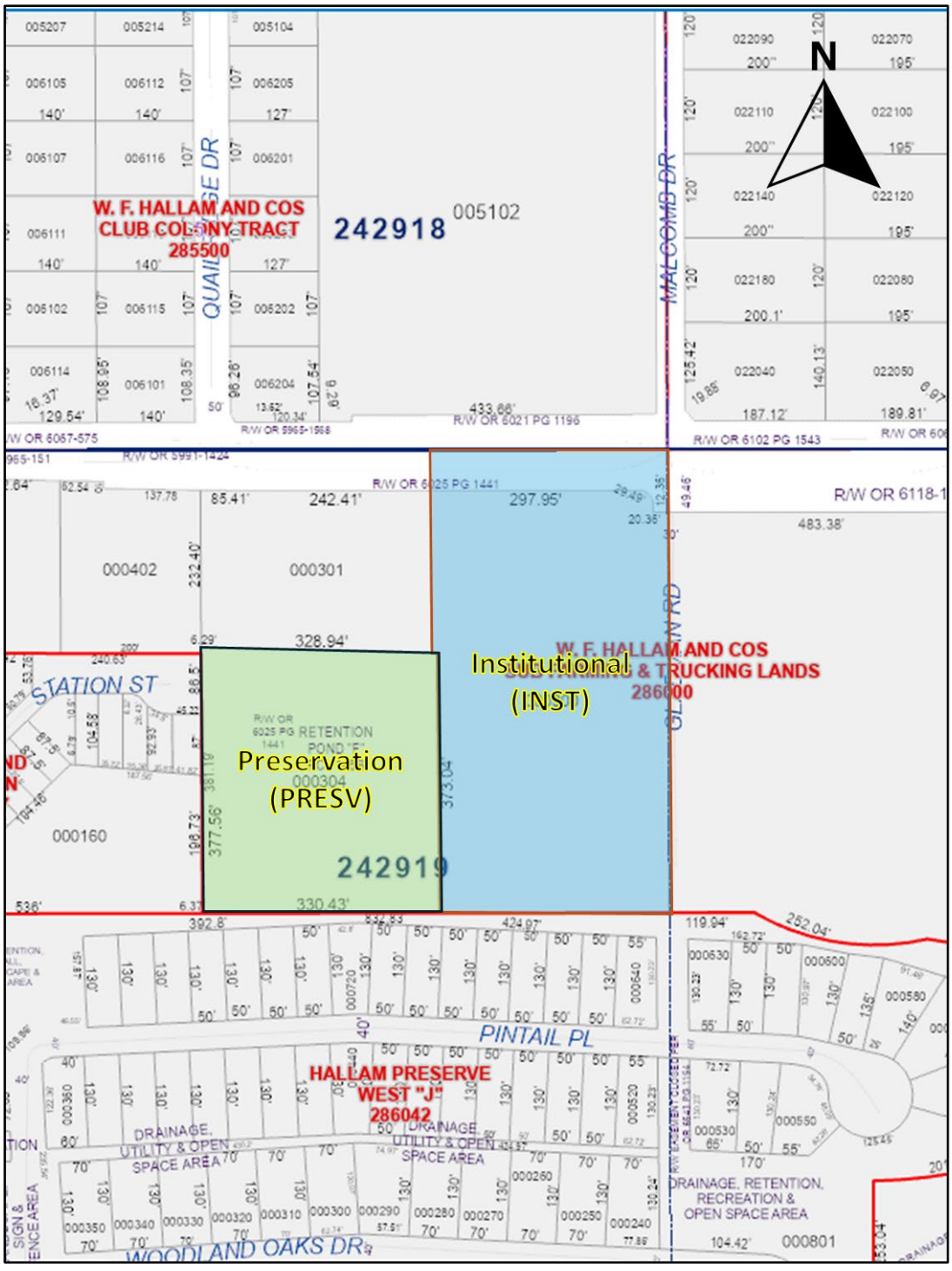
The Clerk and Auditor to the Board of County Commissioners of Polk County, Florida, shall file a certified copy of this ordinance with the Department of State, through the Secretary of State, upon adoption by the Board of County Commissioners of Polk County, Florida.

ADOPTED, in open session of the Polk County Board of County Commissioners with a quorum present and voting this 2nd day of September 2025.

LDCPAS 2025-18

Location: 1145 County Road 540A, west of Gladman Road. east of Carter Road, south of Scott Lake Elementary, and north of Hallam Preserve, south of the city of Lakeland, north of the town of Mulberry in

Section-19 Township-29 Range-24

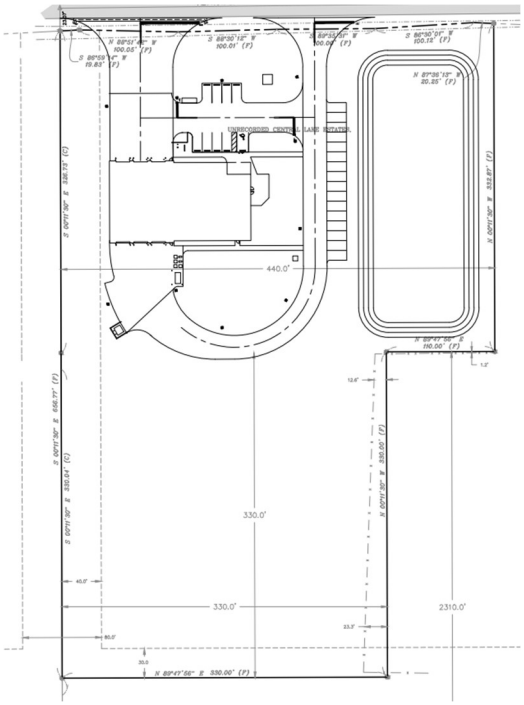


PARCEL DETAIL

Note: Not to Scale

Christina Fire Station on CR 540A
Application Narrative

The County purchased approximately five acres fronting County Road 540A for a new Fire Rescue Station on May 8, 2025 (parcel #242919-286000-000300). This station will be designed in the same prototype as recent stations on Watkins Road, Moore Road, and Winter-Lake Road.



The site is located on the south side of CR 540A approximately 1,000 feet east of the intersection of Carter Road. The property is currently designated Residential Low (RL) on the Future Land Use Map. Staff believe that an Institutional (INST) designation will be more appropriate. Fire Rescue Stations are classified as Government Facilities in the LDC. The options for permitting this new facility were to either gain Planning Commission approval under a Level 3 Review which requires a binding site plan or change the Future Land Use Map to Institutional (INST) where Government Facilities are permitted by right.

Staff choose to request a change to the INST district because of the following reasons:

- The property is predicted to remain under County ownership beyond the 30-year planning horizon.
- The Fire Station should be recognized on the Future Land Use Map for planning purposes.
- The site design has not been finalized. It is too soon in the planning process to commit to a binding site plan and there may be additional government facilities to be added in the future.

The property abuts a County owned drainage structure (Parcel #242919-286000-000304) that treats the run-off from CR 540 prior to discharge into the creek that filters through the Christina Development and on into Seven Wetlands Park before reaching Poley Creek and the Alafia River. This facility could be recognized as INST as well. But it would be better to designate it Preservation (PRESV) since it abuts residences to assure the neighboring property owners that there is no intention of changing the use of the tract and allows more use of the fire station site with regard to compatibility setbacks.

The request is to change parcel #242919-286000-000300 (approximately 4.57 acres) from Residential Low (RL) to Institutional (INST) and parcel# 242919-286000-000304 (approximately 2.89 acres from RL to Preservation (PRESV).

Christina Fire Station CPA

Demonstration of Need

An **Analysis of Economic Issues** *[Minimum population support and market area radius (where applicable)]* is required when requesting a Land Use amendment from Residential to a Non-Residential Land Use designation.

The County and the public would benefit greatly by knowing where the government lands are on the Future Land Use Map. It makes both sense and cents.

Urban Sprawl Analysis

1. Could the proposed amendment promote substantial amounts of low-density, low intensity, or single use development in excess of demonstrated need?

No. Why do you ask?

2. Will passage of the proposed amendment allow a significant amount of urban development to occur in rural areas?

Not anymore.

3. Does the proposed amendment create or encourage urban development in radial, strip, isolated, or ribbon patterns emanating from existing urban development?

Isn't everything either radial, strip, isolated, or ribbon in pattern? This is a rhombus. Will that help?

4. Does the proposed amendment fail to adequately protect adjacent agriculture areas?

No. Agriculture left this area long ago and cows don't usually cause fires.

5. Could the proposed amendment fail to maximize existing public facilities and services?

Not likely.

6. Could the proposed amendment fail to minimize the need for future public facilities and services?

Probably not.

7. Will the proposed amendment allow development patterns that will disproportionately increase the cost of providing public facilities and services?

No. It should pay for itself over time in benefit to the public.

8. Does the proposed amendment fail to provide clear separation between urban and rural uses?

Nope. It's surrounded by urban uses.

9. Will the proposed amendment discourage infill development or redevelopment of existing neighborhoods?

Yes, by lowering the fire insurance costs.

10. Does the proposed amendment fail to encourage an attractive and functional mixture of land uses?

Well, it is blue next to white and purple. That could be trouble.

11. Could the proposed amendment result in poor accessibility among linked or related land uses?

Doubt it.

12. As a result of approval of this amendment, how much open space will be lost?

The rest of it.

Christina Fire Station IAS

Land and Neighborhood Characteristics

1. How and why is the location suitable for the proposed uses?

Larger property for larger facility and more strategic location to serve the highest population amount. Also, this new site should be recognized on the map.

2. What are, if any, the incompatibility and special efforts needed to minimize the differences in the proposed use with adjacent uses?

South side of site abuts7+ homes. Depth of site will enable lesser incompatibility. The station location will be closer to CR 540A. Stormwater will likely be located in the rear.

3. How will the request influence future development of the area?

The area is built out. This station will improve service to existing development and relive the overburden on other stations located in growing areas.

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[1] methodology and calculations.

Table 5

Subject Property	**Estimated Impact Analysis**		
4.57 ± acres	**Demand as Currently Permitted**	**Maximum Permitted in the PD**	**Proposed Plan**
Permitted Density	RL-4 3 du/ac SF = 13 units	INST-1 400 Student Elementary School	Fire Rescue Station Water Treatment Plant
Average Annual Daily Trips (AADT)	103	908	476
PM Peak Hour Trips	13	57	9

Source: Polk County Concurrency Manual

2. What modifications to the present transportation system will be required as a result of the proposed development?

Slight intersection improvement to Malcomb Drive/ CR540A likely.

3. What is the total number of parking spaces required pursuant to Section 708 of the Land Development Code?

25

4. What are the proposed methods of access to existing public roads (e.g., direct frontage, intersecting streets, and frontage roads)?

A Type 1 Driveway and extension of Gladman Road to south.

Sewage

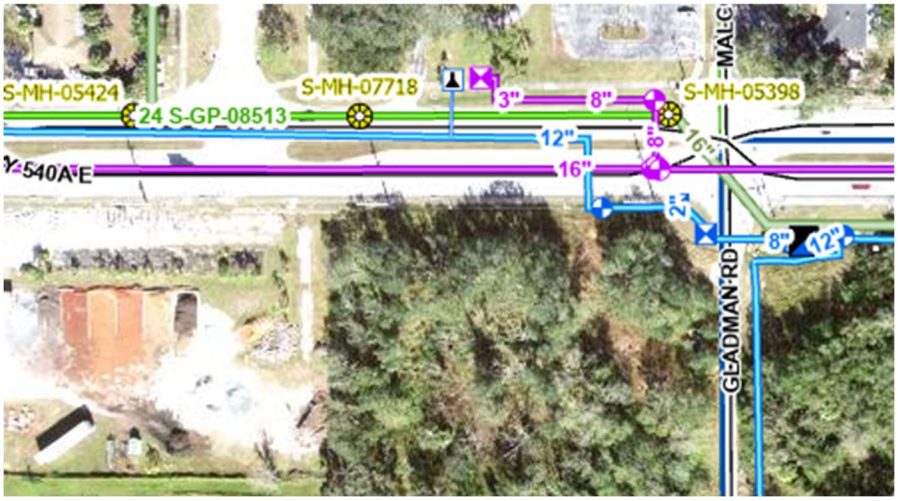
1. What is the amount of sewage in gallons per day (GPD) expected to be generated by the proposed development?

Table 4

Subject Property	Estimated Impact Analysis		
4.57 ± acres	**Demand as Currently Permitted**	**Maximum Permitted in the PD**	**Proposed Plan**
Permitted Density	RL-4 3 du/ac SF = 13 units	INST-1 400 Student Elementary School	Fire Rescue Station Water Treatment Plant
Potable Water Consumption (GPD)	4,680	6,000	1,080
Wastewater Generation (GPD)	3,510	4,800	810

Source: Polk County Concurrency Manual

2. If on-site treatment is proposed, what are the proposed method, level of treatment, and the method of effluent disposal for the proposed sewage?



Connection to Polk County Utilities manhole across the street:

3. If offsite treatment, who is the service provider?

Polk county Utilties

4. Where is the nearest sewer line (in feet) to the proposed development?

Across CR 540A.

5. What is the provider's general capacity at the time of application?

1.726 MGD

6. What is the anticipated date of connection?

C/O

7. What improvements to the providers system are necessary to support the proposed request

Maybe a private lift station.

Water Supply

1. What is the proposed source of water supply and/or who is the service provider?

Polk County Utilities

2. What is the estimated volume of consumption in gallons per day (GPD)? **1,080 GPD**

3. Where is the nearest potable water connection and re-claimed water connection, including the distance and size of the line?

Abutting the east side of the site is an 8" line

4. Who is the service provider?

Polk County Utilities

5. What is the anticipated date of connection?

C/O.

6. What is the provider's general capacity at the time of application?

2.344 MGD

7. Is there an existing well on the property(ies)?

No.

Surface Water Management and Drainage

1. Discuss the surface water features, including drainage patterns, basin characteristics, and flood hazards, (describe the drainage of the site and any flooding issues);

Tavares Fine Sand and Smyrna-Myakka soils are difficult, but we'll figure it out.

Small drainage ditch in the middle of the site is a 100-year flood zone.

2. What alterations to the site's natural drainage features, including wetlands, would be necessary to develop the project?

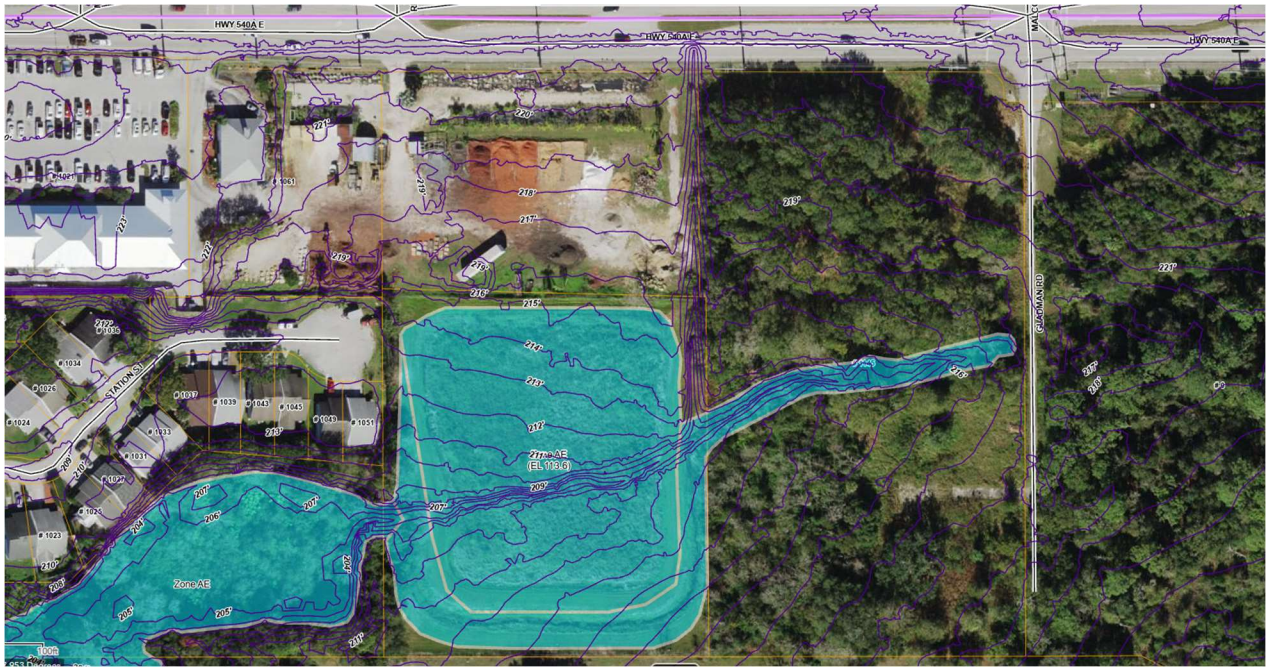
We will need to grade parts of the site and redirect drainage flow across the site.

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.

Groundwater table is high. Soils suck. Otherwise, it's perfect.

2. What are the wetland and floodplain conditions?



3. Discuss location of potable water supplies, private wells, public well fields*?*

We will treat before discharge into Christina Basin Drainage network.

4. Discuss the location of Airport Buffer Zones (if any)

Over 10 miles away

5. Provide an analysis of soil types and percentage of coverage on site and what effect it will have on development.

Tavares Fine Sand 40% north side, Smyrna-Myakka 60%. This forces the station to be closer to CR 540A on the north side.

Infrastructure Impact Information

1. Parks and Recreation – **Christina Park one mile, Loyce Harp Park 2 ½ miles**

2. Educational Facilities – **Scott Lake Elementary, Lakeland Highlands Middle, and George Jenkins High School**

3. Health Care – **Lakeland Hospital**

4. Fire Protection – **That's us.**

5. Police Protection and Security – **U.S. Highway 98, 5 miles**

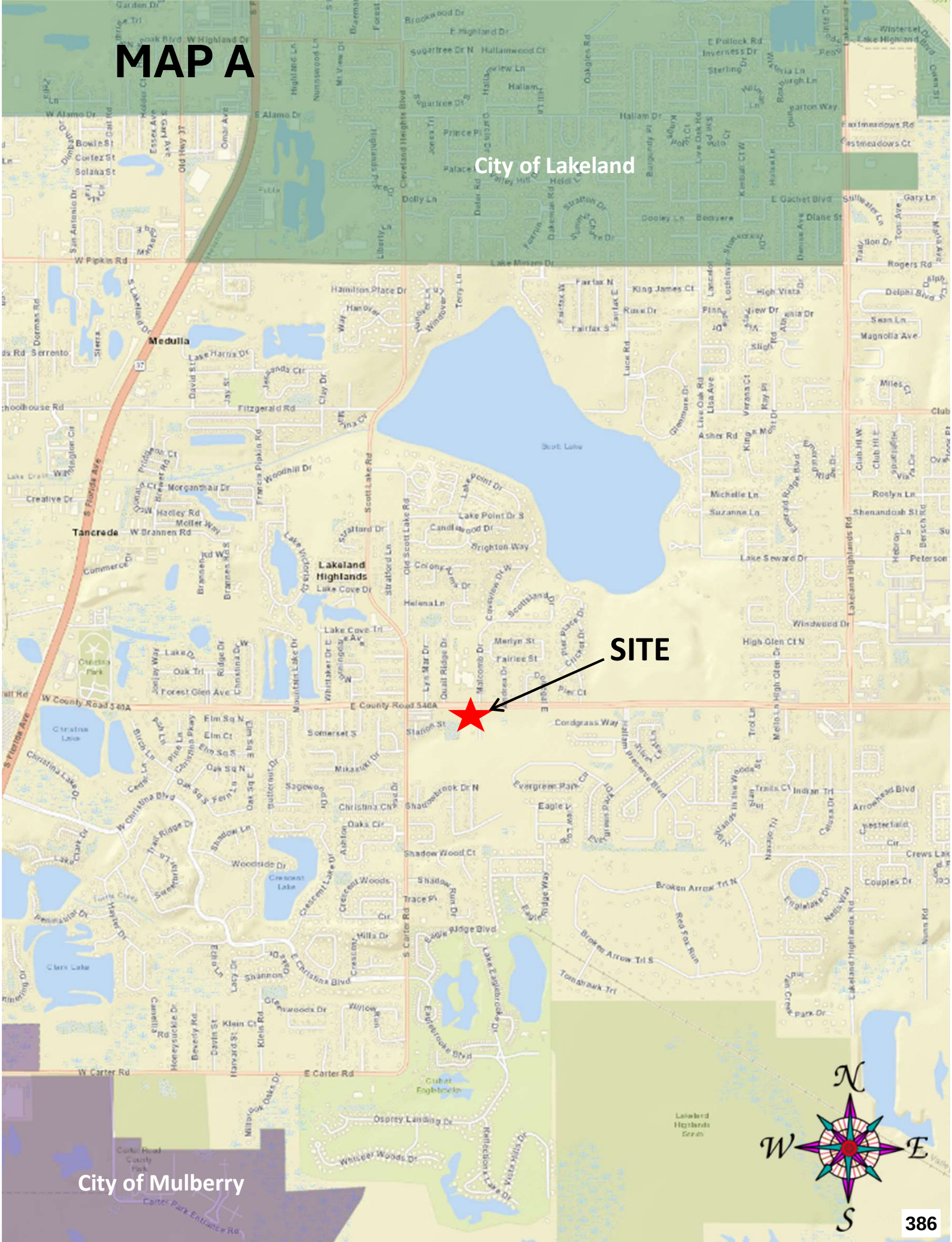
6. Emergency Medical Services (EMS) – **Eventually onsite.**

7. Solid Waste (collection and waste generation) – **County picks it up.**

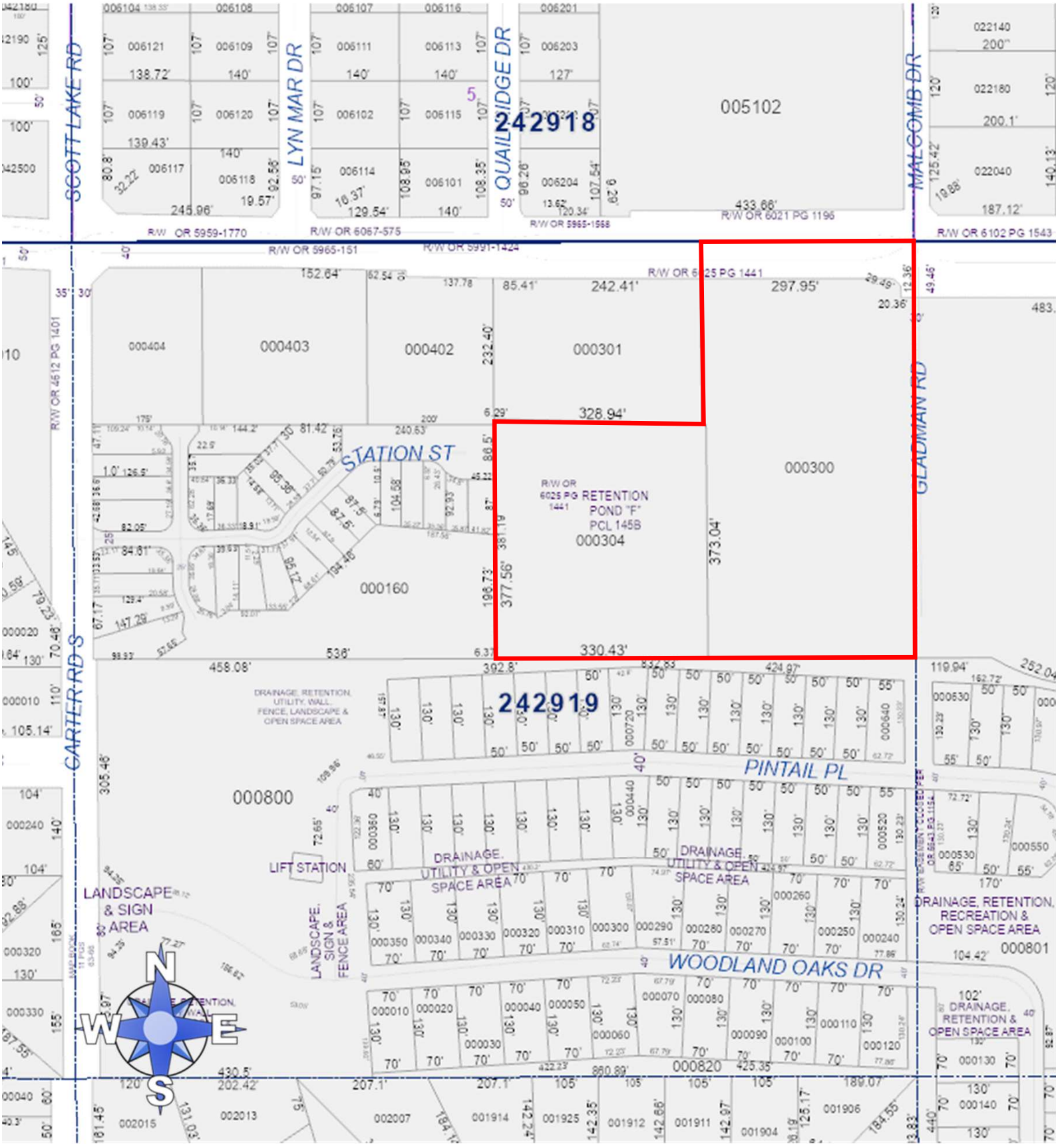
8. How may this request contribute to neighborhood needs? – **Provides them more services.**

Christina Fire Station Application Exhibits

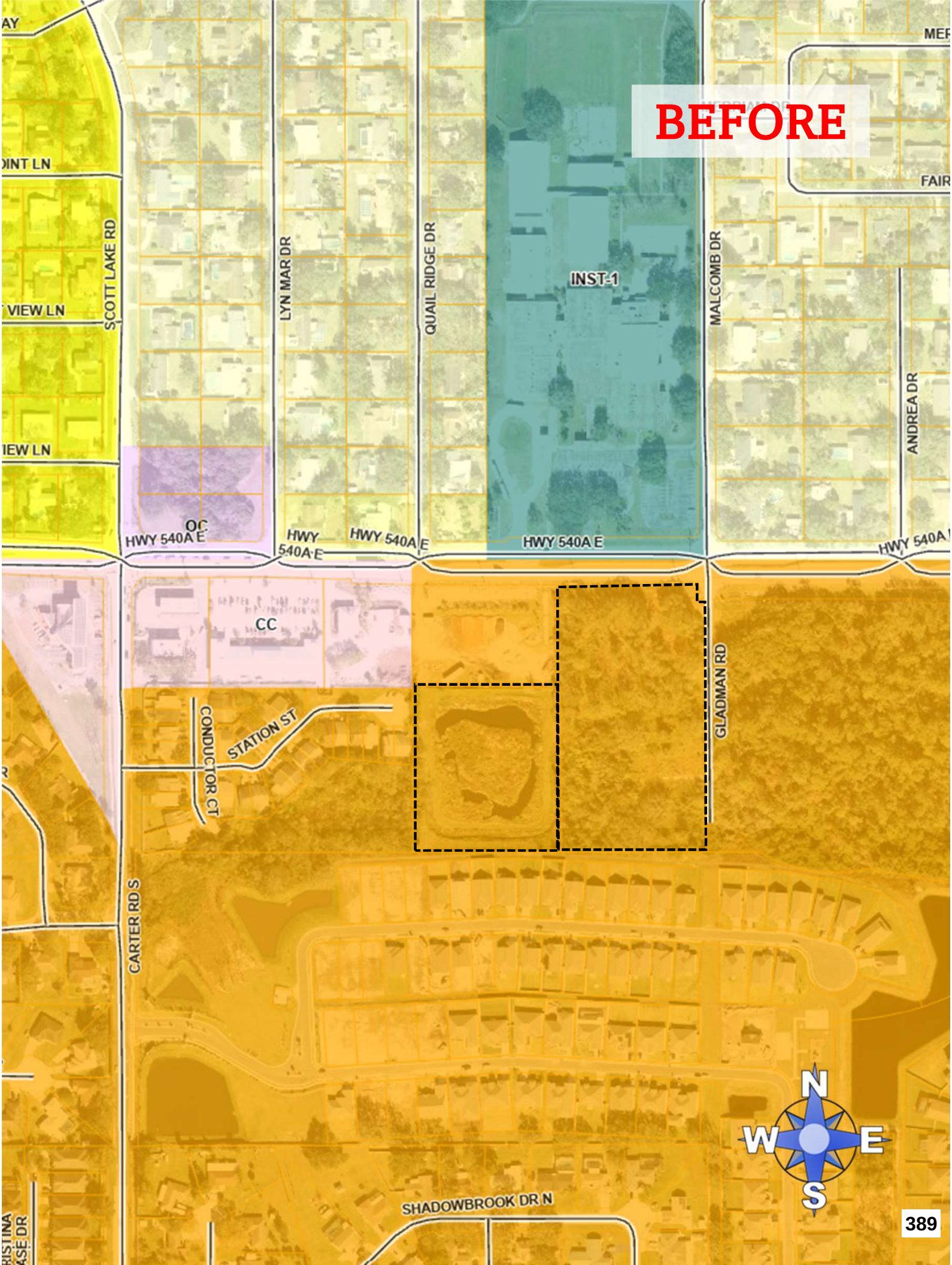
RL to INST & PRESV

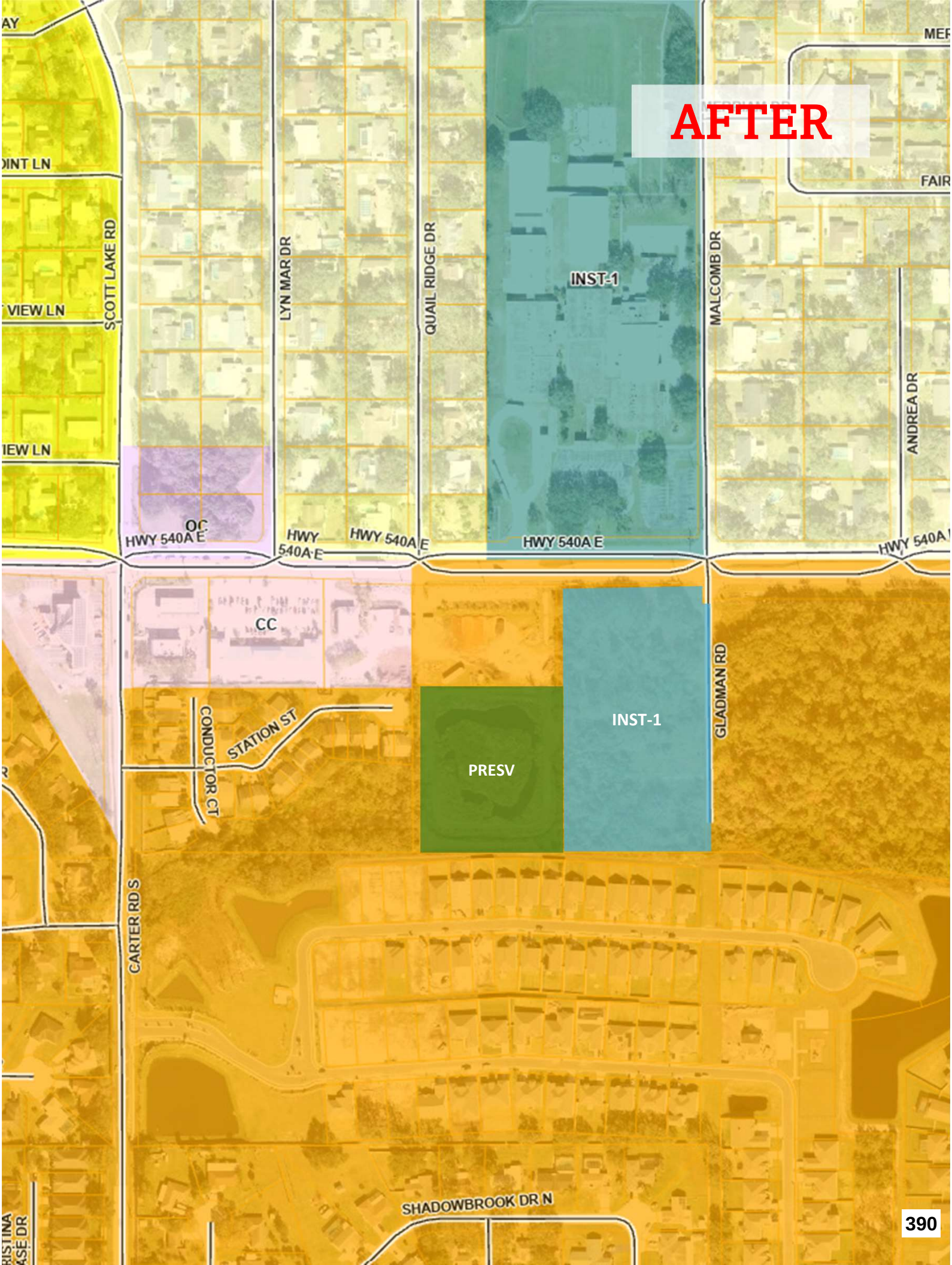

MAP A
City of Lakeland
SITE
City of Mulberry
N
W
E
S

MAP B


SCOTT LAKE RD
LYN MAR DR
QUAIL RIDGE DR
MALCOMB DR
GLADMAN RD
CARTER RD S
STATION ST
PINTAIL PL
WOODLAND OAKS DR
242918
242919
005102
000404
000403
000402
000301
000300
000304
000160
000800
000820
000801
R/W OR 6025 PG 1441 RETENTION POND "F" PCL 145B
LIFT STATION
LANDSCAPE & SIGN AREA
DRAINAGE, RETENTION, RECREATION & OPEN SPACE AREA
DRAINAGE, UTILITY & OPEN SPACE AREA
LANDSCAPE, SIGN & FENCE AREA
DRAINAGE, RETENTION & OPEN SPACE AREA
DRAINAGE, RETENTION, UTILITY, WALL, FENCE, LANDSCAPE & OPEN SPACE AREA
R/W OR 5959-1770
R/W OR 6067-575
R/W OR 5965-1568
R/W OR 6021 PG 1196
R/W OR 6102 PG 1543
R/W OR 5965-151
R/W OR 5991-1424
R/W OR 4612 PG 1401
N
S
E
W


MAP C
Scott Lake Road
Malcomb Drive
Scott Lake Elementary
CR 540A
Carter Road
Fire Station Site
Stormwater Retention Site
Halam Preserve HOA Preservation Site
Highland Station HOA Preservation and Stormwater Site
N
W
E
S
388


BEFORE
INST-1
OC
CC
SCOTT LAKE RD
LYN MAR DR
QUAIL RIDGE DR
MALCOMB DR
ANDREA DR
HWY 540A E
CONDUCTOR CT
STATION ST
GLADMAN RD
CARTER RD S
SHADOWBROOK DR N
N
W
E
S


AFTER
INST-1
SCOTT LAKE RD
LYN MAR DR
QUAIL RIDGE DR
MALCOMB DR
ANDREA DR
FAIR
OC
HWY 540A E
HWY 540A E
HWY 540A E
HWY 540A E
CC
INST-1
PRESV
GLADMAN RD
CONDUCTOR CT
STATION ST
CARTER RD S
SHADOWBROOK DR N

White, Margo

From: Call, Planner On
Sent: Thursday, August 7, 2025 3:41 PM
To: ANN MEDEIROS
Cc: White, Margo
Subject: RE: [EXTERNAL]: Case# LDCPAS-2025-18

Thank you for your email – this case will be heard before the Board of County Commissioners on 9/2/25. These comments will be uploaded into the case file.

Thank you,
Ian Nance
Land Development

From: ANN MEDEIROS <august1991@aol.com>
Sent: Tuesday, August 5, 2025 8:42 PM
To: Call, Planner On <PlannerOnCall@polk-county.net>
Subject: [EXTERNAL]: Case# LDCPAS-2025

You don't often get email from august1991@aol.com. Learn why this is important

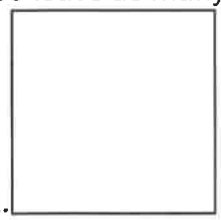
Good Evening,
My residential property backs up to the property that the new fire station is going to be built on.

I am located in the Woodland Oaks residential area off of Carter Road on Pintail Place.

The biggest concern that most of the neighbors have, would be the additional noise.
We already can hear a lot of traffic on 540A with speeding cars and sirens.
We were hoping 540A would have more of a police presence to deter the speeding that goes on.
That hasn't happened.

The only slight saving grace, to some degree, has been the trees, foliage and brush,
as a barrier, that possibly help, to quiet the noise.

We would like to ask that you leave as many trees and foliage between the fire station and Woodland Oaks perimeter, in order to help keep the current noise and future noise as limited as possible.
Also, I would like to mention, that we do have bobcats that live back in that area. I saw babies many months ago.
I just recently saw one in my backyard.
I'm afraid they're losing a lot of their habitat.
Leaving the trees, foliage and brush, would be beneficial for their livelihood.
(I'm going to enclose a picture the bobcat from just a week ago)

Please leave as many Trees, Foliage and Brush as possible as you construct this new fire station on 540A. 
<Video.mov>

Thank you,
Ann Medeiros
1286 Pintail Place
Lakeland, Florida
33813

Sent from my iPhone

Polk County

Board of County Commissioners

Agenda Item N.2. 9/2/2025

SUBJECT

Public Hearing (LDCT-2025-12 Mobile Home Sales LDC Text Amendment) (First Reading) to allow Retail, Home Sales Offsite as a permitted use in the Industrial-X (INDX) land use district. (No Fiscal Impact).

DESCRIPTION

This is an applicant-initiated request for a LDC text amendment to amend Chapter 4, Section 401.08, Table 401.08.01, Use Table for Southeast Polk Selected Area Plan, to add Retail, Home Sales Offsite as a permitted use in the Industrial-X (INDX) land use district. On August 6, 2025, the Planning Commission recommend approval with a 7-0 vote.

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 first of the two hearings.

RECOMMENDATION

No action required on first reading.

Adopt on second reading on September 16, 2025:

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Kyle Rogus, Planner I

Land Development Division

(863) 534-7553

kylerogus@polk-county.net

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	May 22, 2025	**Level of Review:**	Level 4 Review
PC Date:	August 6, 2025	**Type:**	LDC Text Amendment
BoCC Date:	September 2, 2025 September 16, 2025	**Case Numbers:**	LDCT-2025-12
		Case Name:	Mobile Home Sales Text Amendment
Applicant:	Annie Barnes	**Case Planner:**	Kyle Rogus

Request:	An applicant-initiated LDC Text Amendment to Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk Selected Area Plan, to add "Retail, Home Sales Offsite" as a permitted use in Industrial-X (IND-X) land use district.
DRC Recommendation:	Approval
Planning Commission Vote:	7-0 Approval

Summary:

This Land Development Code (LDC) text amendment is to allow "Retail, Home Sales Offsite" within the Industrial-X (IND-X) land use districts. Currently, "Retail, Home Sales Offsite" is a permitted use in the IND district per Chapter 2, Section 205, Table 2.1, however is not permitted in the IND-X district in the Southeast Polk Selected Area Plan. "Retail, Home Sales Offsite" is defined in Chapter 10 of the LDC as, "A facility where site built, mobile, manufactured, or modular homes are displayed and sold. The occupancy of homes for permanent or transient residential purposes is prohibited in these facilities."

Polk County is comprised of eight (8) Selected Area Plans (SAP), five (5) of which identify the Industrial (IND-X) land use district and three (3) of which identify "Retail, Home Sales Offsite" within their use table. Facilities providing "Retail, Home Sales Offsite" within an IND-X land use district in the Southeast Polk Selected Area Plan will now require a Level 2 Review not subject to special conditions, but new sites will require Level 2 approval.

Relevant Sections, Policies, and/or Regulations to Consider:

Comprehensive Plan Section 2.113 Industrial
LDC Section 204 Standard Land Use Districts
LDC Section 205 Use Table for Standard Land Use Districts
LDC Section 401.08 Use Table for Use Table for SE Polk SAP
LDC Section 905 Level 2 Review

Findings of Fact

- *This is an applicant-initiated request for a Land Development Code (LDC) Text Amendment to Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk Selected Area Plan, to add "Retail, Home Sales Offsite" as a permitted use in Industrial-X (IND-X) land use district.*

- *"Retail, Home Sales Offsite" is defined in Chapter 10 of the LDC as, "A facility where site built, mobile, manufactured, or modular homes are displayed and sold. The occupancy of homes for permanent or transient residential purposes is prohibited in these facilities."*

- *Chapter 2, Section 204.C6 states, "The purpose of the IND district is to provide areas for general manufacturing, processing, and distribution of goods. General commercial uses necessary to support the industrial area are also permitted."*

- *Comprehensive Plan Policy 2.113-A1 states, "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."*

- *Polk County consists of 8 Selected Area Plans (SAP): Interstate 4 SAP; Ronald Reagan Parkway SAP; North US 27 SAP; US Highway 98 SAP; State Road 559 SAP; North Ridge SAP; The Brewster SAP; and, the Southeast Polk SAP.*

- *5 of the 8 Selected Area Plans identify the Industrial (IND) district: Interstate 4 SAP; Ronald Reagan Parkway SAP; US Highway 98 SAP; North Ridge SAP; and, the Southeast Polk SAP. Only 3 identify "Retail, Home Sales Offsite" within their designated use tables: US Highway 98 SAP; North Ridge SAP; and, the Southeast Polk SAP.*

- *Table 2.1 of the LDC outlines permissible uses within standard land use districts. Table 401.08.01 outlines the permissible and conditional uses for each land use district within the SE Polk Area Plan. Retail, Home Sales Offsite is a use in both tables*

- *Table 401.08.01 allows "Retail, Home Sales Offsite" within the following SE Polk SAP land use districts:*

    - *Rural Cluster Center (RCC-X) as a C3 Conditional Use (CU)*

    - *Commercial Enclave (CE-X) as a C3 CU*

    - *Linear Commercial Corridor (LCC-X) within a Village or VC-Core as a C2 CU*

- *Table 2.1 allows Retail, Home Sales Offsite within the following standard land use districts:*

    - *Commercial Enclave (CE) as a C3 CU*
    - *Linear Commercial Corridor (LCC) as a C2 CU*
    - *Regional Activity Center (RAC) as a C3 CU*
    - *High-Impact Commercial Center (HIC) as a P*
    - *Industrial (IND) as a P*

- *Comprehensive Plan Policy 2.113-A4 states, "Development within an Industrial area shall conform to the following criteria:*

    a. *Permitted uses include facilities for the processing, fabrication, manufacturing, recycling, bulk material storage, and distribution of goods, disposal yards, and limited retail commercial in accordance with Policy 2.113-A4.b. Other non-residential uses that produce significant amounts of noise, odor, vibration, dust, and lighting on and off-site may be permitted within an industrial district through conditional approval. Permitted uses also include any use found within a Business-Park Center.*

    b. *Retail commercial uses within an industrial area shall be sized for the purpose of serving just the employees of, and visitors to, the industrial area, and shall be limited to a scale appropriate for that purpose. The maximum floor area ratio for commercial uses within an industrial area shall not exceed 0.25.*

    c. *Industrial sites shall be designed to provide for:*

        1. *adequate parking to meet the demands of the use; and*

        2. *buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc., are examples of facilities which may require special buffering provisions.*

    d. *The maximum floor area ratio for non-commercial uses within an Industrial area shall not exceed 0.75 in the TSDA, 0.65 in the UGA, 0.50 in the SDA, and 0.50 in the RDA, unless developed as a Planned Development.*

    e. *Retail sale of goods manufactured on the site of a business located within an Industrial area is allowed provided the operation is incidental and subordinate to the manufacturing activity conducted on site and does not exceed eight percent (8%) of the total floor area or 15,000 square feet, whichever is the lesser.*

f. Where centralized water or wastewater services are not available, the maximum impervious surface ratio shall be reduced to afford better protection and function of well and septic tank systems and as required if within a Nutrient Restoration Plan Overlay.

g. Planned Developments within the Industrial district may be permitted a maximum floor area ratio up to 1.5 for innovative and attractive employment centers. Intensity increases shall be reserved for those uses that provide substantial economic income opportunities for the County and its residents. Intensity increases shall only be granted to parcels within the TSDA and UGA. The Land Development Code shall establish development standards and criteria for Planned Developments within the Industrial district.

h. Industrial districts shall be separated from existing schools and developed residential areas through physical separation, screening, buffering, or a combination thereof, consistent with the standards in the County's Land Development Code.

i. Workforce housing for unaccompanied workers in barrack, dormitory, or apartment units under specific design parameters listed in the Land Development Code not to exceed an intensity of thirty-two (32) workers per acre or the limitations established by the Department of Health for water and wastewater usage, whichever allowed intensity is the lesser."

- *According to Table 401.08.01 of the LDC, "Retail, Home Sales Offsite" is not a permitted use in IND land use districts inside or outside Village Centers and Village Center Cores.*

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-2025-12.**

Analysis:

Outside the Southeast Polk Selected Area Plan, "Retail, Home Sales Offsite" is a permissible use within the standard Industrial (IND) land use district and aligns with the intent of the district, which is to "provide areas for general manufacturing, processing, and distribution of goods," and where "general commercial uses [are] necessary to support the industrial area." "Retail, Home Sales Offsite," which is defined as "a facility where site built, mobile, manufactured, or modular homes are displayed and sold" directly correlates to the distribution of goods and supports manufacturing of such homes in industrial districts. "Retail, Home Sales Offsite," is therefore an appropriate use and complimentary to the IND-X land use of the SE Polk Area Plan.

Additionally, the SE Polk SAP guiding principles "will not restrict property owners from seeking Comprehensive Plan map and/or text amendments in response to market conditions that may change over time." The property owner, Easy Mobile Homes LLC, is looking to utilize approximately 1.44 acres within the IND land use district for "Retail, Home Sales Offsite."

Over the years the County has approved numerous "Mobile Home, Individual" applications, specifically those located in residential subdivisions, as conditional Level 3 Reviews. The demand for mobile homes as affordable housing within the County became so abundant that the County approved Ordinance No. 2025-025 on May 6, 2025, to allow mobile homes by right in subdivision plats recorded prior to May 20, 1971. Moreover, by 2050 Polk County is expected to see an increase in population from 579,493 to 768,155. In just 25 years we are expecting to see 188,662 new residents in the unincorporated Polk County. With such an increase in population and affordable housing options comes an increase in demand for this type of use within the country.

Limits of the Proposed Ordinance

The effects of this amendment are restricted to "Retail, Home Sales Offsite" in IND-X districts in the Southeast Polk Selected Area Plan.

Consistency with the Comprehensive Plan & Land Development Code

The request is consistent with the Comprehensive Plan and the Land Development Code. No use is being proposed within a land use designation for which it was not intended. This is a policy change pertaining to the permitted uses in IND-X districts in the Southeast Polk Selected Area Plan.

Comments from Other Agencies: None

Draft Ordinance: Under separate attachment

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-12, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING CHAPTER 4, SECTION 401.08, TABLE 401.08.01, USE TABLE FOR SOUTHEAST POLK SELECTED AREA PLAN, TO ADD RETAIL, HOME SALES OFFSITE AS A PERMITTED USE IN INDUSTRIAL-X (INDX) LAND USE DISTRICT; 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 August 6, 2025; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code shall allow Retail, Home Sales Offsite as a permitted use in Industrial-X land use district; and

WHEREAS, the Board of County Commissioners held two public hearings on September 2, 2025 and September 16, 2025 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 August 6, 2025, to consider the LDC text amendments contained within Application LDCT-2025-12 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-12.

c) The adoption of LDCT-2025-12 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 4, Section 401.08, Table 401.08.01, Use Table for SE Polk SAP, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

Village Centers and Village Center Cores

	RCCX	CCX	CEX	LCCX	NACX	OCX	TCCX	BPC-1X	BPC-2X	INDX	L/RX	INST-1X	INST-2X	ROSX
Retail, Home Sales Offsite	C3		C3	C2			C3	C3	C2	P				

Outside the Village Centers (Scenic Highway overrides)

	RCCX	CCX	CEX	TCCX	BPC-1X	BPC-2X	INDX	L/RX	INST-1X	INST-2X	ROSX	PRESVX
Retail, Home Sales Offsite	C3		C3	C3	C3	C2	P					

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 16th day of September 2025.

LDCT-2025-12 - Annie Barnes - Stearns Weaver Miller

Menu Reports Help

Application Name: Annie Barnes - Stearns Weaver Miller

File Date: 04/30/2025

Application Type: BOCC-LDC Text Change

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: This is a request to amend Table 401.08.01 of the Polk County ("County") Land Development Code ("LDC") to allow Retail, Home Sales Offsite as a permissible ("P") use an Industrial – X ("IND-X") land use district of the Southeast Polk Selected Area Plan ("SE Polk SAP"). Please see Narrative included with this application request.

Application Detail: Detail

Address: 6980 US HIGHWAY 27, FROSTPROOF, FL 33843

Parcel No: 273201000000013240

Owner Name: EASY MOBILE HOMES LLC

Contact Info:

Name	Organization Name	Contact Type	Contact Primary Address	Status
Annie Barnes	Stearns Weaver ...	Applicant	Mailing, PO Box 3299 F...	Active
EASY MOBILE HOMES LLC	EASY MOBILE HOM...	Engineer		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
1

DRC Meeting
05/22/2025

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
8/6/2025

BOA Hearing Date
–

1st BOCC Date
9/2/2025

2nd BOCC Date
9/16/2025

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-25EST-00000-27471	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 ...	05/06/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Approve	05/21/2025	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	05/06/2025	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	05/21/2025	Kim Turner
Planning Review	Kyle Rogus	Approve	05/22/2025	Kyle Rogus
School Board Review	School District	Not Required	05/06/2025	School District
Review Consolidation	Lyndsay Rathke	Approved for...	05/22/2025	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

LEVEL 4 – NARRATIVE

****

LDC TEXT AMENDMENT

POLK COUNTY, FL

****

Submitted by:
Annie Barnes, Associate Planner
Stearns Weaver Miller, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602
(813) 223-4800

As of April 30, 2025

Request

This is a request to amend Table 401.08.01 of the Polk County ("County") Land Development Code ("LDC") to allow *Retail, Home Sales Offsite* as a permissible ("P") use within an Industrial – X ("IND-X") land use district of the Southeast Polk Selected Area Plan ("SE Polk SAP").

Land Development Code ("LDC")

Pursuant to the County Comprehensive Plan ("Plan"), the purpose of the SE Polk SAP is to "develop a vision and supporting plan that encourages quality future growth that recognizes and protects existing community resources."[1] The County LDC outlines specific standards to implement the Plan Goals, Objectives, and Policies specific to the SE Polk Area Plan. The LDC establishes four subareas within the SE Polk Area Plan, each with a Village Centers ("Village") or Village Center Core ("VC-Core").[2] These Village and VC-Cores have specific dimensional standards.

Table 2.1 of the LDC outlines permissible uses within standard land use districts. Similarly, Table 401.08.01 outlines the permissible and conditional uses for each land use district within the SE Polk Area Plan. *Retail, Home Sales Offsite* is a use in both of these tables and is a "facility where site built, mobile, manufactured, or modular homes are displayed and sold."[3] Table 401.08.01 allows *Retail, Home Sales Offsite* within the following SE Polk SAP land use districts:

- Rural Cluster Center ("RCC-X ") with a Conditional Use Level 3 ("C3")
- Commercial Enclave ("CE-X") with a C3
- Linear Commercial Corridor ("LCC-X") within a Village or VC-Core with C2

Table 2.1 allows *Retail, Home Sales Offsite* within the following standard land use districts:

- Commercial Enclave ("CE") with a C3
- Linear Commercial Corridor ("LCC") with C2
- Regional Activity Center ("RAC") with C3
- High-Impact Commercial Center ("HIC")
- Industrial ("IND")

Retail, Home Sales Offsite is a permissible use within the standard IND land use district and aligns with the intent of the district, which is to "provide areas for general manufacturing, processing, and distribution of goods," and where "general commercial uses [are] necessary to support the industrial area."[4] *Retail, Home Sales Offsite* directly correlates to the distribution of goods and supports manufacturing of such homes in industrial districts. *Retail, Home Sales Offsite* is therefore an appropriate use and complimentary to the IND-X land use of the SE Polk Area Plan. Additionally, the SE Polk SAP guiding principles "will not restrict property owners from seeking

[1] Plan Sec. 3.121-U SE Polk
[2] Sec. 401.08.C. of the LDC
[3] Chapter 10 of the LDC
[4] Sec. 204.C.6. of the LDC

Comprehensive Plan map and/or text amendments in response to market conditions that may change over time."[5] Market conditions are driving the need to allow this use in the IND-X land use of the SE Polk Area Plan, which is already permissible in the IND land use district.

In the County, a LDC text amendment requires a Level 4 approval. The Development Review Committee ("DRC"), Planning Commission ("PC"), and BOCC, all review Level 4 applications.[6] The following provides an analysis of the LDC's BOCC standard for review of a Level 4 development application.[7]

LDC Section 907.D.6.

The Board of County Commissioners, in the review of the development application shall 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, and noise appearance; and

d) Any other matter which the BoCC may deem appropriate and relevant to the specific development proposal.

Discussion: As analyzed in detail below, the request is consistent will all applicable Plan Objectives and Policies, including Obj. 2.113 –A and Policies 2.113-A1, 2.113-A2, 2.131-UB2, 2.131-UE3, 2.131-UE4 and is also consistent with the standard IND land use.

Comprehensive Plan

The below analysis of the County Plan Objectives and Policies are supportive of the Request, demonstrating a continuation of compatibility and consistency.[8]

SECTION 2.113 – INDUSTRIAL AND BUSINESS PARK CENTER

OBJECTIVE 2.113 -A: *The Polk County Plan shall provide for the development of industrial lands within the County through:*

a) the establishment of an "Industrial" land use classification,

b) the designation of Industrial lands on the Future Land Use Map Series, and

c) through the establishment of development criteria applicable to the development and location of Industrial lands within the County.

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[5] Vision – Guiding Principles - Section 2.131-U of the Plan

[6] Sec. 907.B. of the LDC

[7] Sec. 907.D.6. of the LDC

[8] Sec. 4.400 of the Plan defines consistency as "compatible with and furthering the goals, objectives and policies of the Comprehensive Plan Elements and this agreement."

Discussion: *Retail, Home Sales Offsite* is an appropriate use within the IND-X land use district of the SE Polk SAP. *Retail, Home Sales Offsite* directly correlates to the distribution of goods and therefore, supports manufacturing of such homes in industrial districts. The SE Polk SAP Plan Map shows a primary concentration of IND-X land use districts adjacent/near the intersection of US Highway 98 and US Highway 27. The roadways are appropriate to accommodate industrial uses, including the use of *Retail, Home Sales Offsite.*

POLICY 2.113-A1: CHARACTERISTICS - *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.*

Discussion: *Retail, Home Sales Offsite* is an appropriate use and complimentary to the IND-X land use of the SE Polk Area Plan.

POLICY 2.113-A2: DESIGNATION AND MAPPING - *Industrial areas shall be designated and mapped on the Future Land Use Map Series as "Industrial" (IND); shall include all major existing industrial areas; and shall provide for the projected future industrial development needs of the County.*

Discussion: The SE Polk SAP Plan Map shows a primary concentration of IND-X land use districts adjacent/near the intersection of US Highway 98 and US Highway 27. The roadways are appropriate to accommodate industrial uses, including the use of *Retail, Home Sales Offsite.*

POLICY 2.131-UB2: VISION MAP - *The SE Polk SAP Vision Map as adopted in the Comprehensive Plan Map Series, is a tool that helps depict the general location and types of future growth based on identified issues of concern that were received from comments and feedback gathered from the public, the SE Polk Selected Area Study (SAS) Focus Group, other governmental agencies, and recommendations that came out of the SE Polk Selected Area Study process. The Vision Map is not intended to deter development in particular areas of the SAP, and is conceptual in nature. Instead, it will serve as a visual representation of where opportunities exist to develop at higher densities/intensities and/or receive incentives for the preservation and set-aside of environmental lands or open space.*

Discussion: This Request will not change the SE Polk SAP Plan land use districts. Instead, it will add another use that is compatible with the IND-X land use district. Market conditions are driving the need to allow this use in the IND-X land use of the SE Polk Area Plan, which is already permissible in the IND land use district.

POLICY 2.131-UE3: GENERAL DEVELOPMENT CRITERIA – *Development shall be permitted with this SAP as follows:*

b) MODIFIED LAND USE CATEGORIES - Due to specific characteristics of this SAP, development may be more specifically defined and may vary from those allowed under the general provisions of the land use category within the Future Land Use Element of the Comprehensive Plan:

12. Industrial (INDX);

Discussion: The Request is not proposing to amend the development criteria set forth in Sec. 401.08. of the LDC.

POLICY 2.131-UE4: DEVELOPMENT CRITERIA FOR MODIFIED FUTURE LAND USE DISTRICTS – *Development Land within the Modified Future Land Use districts permitted within the SE Polk SAP shall be developed in accordance with the densities/intensities described in Table 2.131U - 2. Additionally to promoting walkability and the use of transit, and requiring that development adjacent to conservation, preservation and agricultural uses be placed in a manner to reduce impacts to those areas, the following criteria be implemented within each land use district:*

j) INDUSTRIAL (INDX) - In addition to applicable provisions in the Future Land Use Element of the Comprehensive Plan, the following provisions shall apply to INDX districts within this SAP:

1. *Industrial districts shall be encouraged to develop in locations consistent with those areas designated as Village Centers on the SE Polk SAP Vision Map;*
2. *Location criteria - INDX districts shall have frontage on and direct access to arterial or collector roads within a one-half (½) mile of an intersecting arterial or collector road.*
3. *All development within INDX districts shall be required to screen outdoor storage from off-site view;*

Discussion: The SE Polk SAP Plan Map shows a primary concentration of IND-X land use districts adjacent/near the intersection of US Highway 98 and US Highway 27. The roadways are appropriate to accommodate industrial uses, including the use of *Retail, Home Sales Offsite. Retail, Home Sales Offsite* directly correlates to the distribution of goods and therefore, supports manufacturing of such homes in industrial districts.

OBJECTIVE 2.402-B: *Polk County shall promote the retention and expansion of existing businesses within the County.*

Discussion: Allowing *Retail, Home Sales Offsite* as a permissible use within the IND-X land use district of SE Polk Area Plan promotes the retention and expansion of existing businesses within the County.

Conclusion

Numerous Plan Objectives and Policies are supportive of the Request, ensuring ongoing compatibility with the IND-X land use district of the SE Polk SAP. Market conditions are driving the need to allow this use in the IND-X land use of the SE Polk Area Plan, which is already permissible in the IND land use district. Allowing *Retail, Home Sales Offsite* is an appropriate use and complimentary to the IND-X land use of the SE Polk Area Plan because the use directly correlates to the distribution of goods and supports manufacturing of such homes in industrial districts. Approval of this request will promote the retention and expansion of existing businesses within the County.

LDCT-2025-12

Mobile Home Sales LDC Text Amendment

Agenda Item 2

DRC Recommendation: **Approval**

Legal Ad Published 6/25 – No Response.

BoCC Dates: 9/2 & 9/16

DRC Recommends Approval

Request:	This is an applicant-initiated LDC Text Amendment to Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk Selected Area Plan, to add Retail, Home Sales Offsite as a permitted use in Industrial-X (INDX) land use District.

- ***SECTION 2: Chapter 4, Section 401.08, Table 401.08.01, Use Table for SE Polk SAP***

Village Centers and Village Center Cores

	RCCX	CCX	CEX	LCCX	NACX	OCX	TCCX	BPC-1X	BPC-2X	INDX
Retail, Home Sales Offsite	C3		C3	C2			C3	C3	C2	P

Outside the Village Centers (Scenic Highway overrides)

	RCCX	CCX	CEX	TCCX	BPC-1X	BPC-2X	INDX
Retail, Home Sales Offsite	C3		C3	C3	C3	C2	P





- Acreage: 1.44
- FLU: Industrial-X (INDX)
- SAP: SE Polk SAP

- ***Retail, Home Sales Offsite is allowed in other districts in the County outside the SE Polk SAP (CE, LCC, RAC, HIC, and IND).***
- ***Consistent with the purpose and characteristics of the Industrial land use district.***
- ***Consistent with the Land Development Code (LDC) and Comprehensive Plan.***

Industrial (IND) Land Use District

The Purpose:

- *"to provide areas for general manufacturing, processing, and **distribution of goods**. General commercial uses necessary to support the industrial area are also **permitted**."*

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.*

Findings:

- *While Retail, Home Sales Offsite is a permitted use in Table 2.1 of the Land Development Code, Table 401.08.01 Use Table for SE Polk SAP does not currently permit such use in the Industrial district. However, it does allow the same use found within a Business Park Center.*

- *Table 2.1 allows Retail, Home Sales Offsite within the following standard land use districts:*
  - *Commercial Enclave (CE) as a C3 CU*
  - *Linear Commercial Corridor (LCC) as a C2 CU*
  - *Regional Activity Center (RAC) as a C3 CU*
  - *High-Impact Commercial Center (HIC) as a P*
  - ***Industrial (IND) as a P***

Section 401.08, Table 401.08.01

Village Centers and Village Center Cores

	RCCX	CCX	CEX	LCCX	NACX	OCX	TCCX	BPC-1X	BPC-2X	INDX	L/RX	INST-1X	INST-2X	ROSX
Retail, Home Sales Offsite	**C3**		**C3**	**C2**			**C3**	**C3**	**C2**	P				

Outside the Village Centers (Scenic Highway overrides)

	RCCX	CCX	CEX	TCCX	BPC-1X	BPC-2X	INDX	L/RX	INST-1X	INST-2X	ROSX	PRESVX
Retail, Home Sales Offsite	**C3**		**C3**	**C3**	**C3**	**C2**	P					

*****The Proposal:***

- ***This text amendment to Chapter 4, Section 401.08, Table 401.08.01 Use Table for Se Polk SAP, to add Retail, Home Sales Offsite as a permitted use in Industrial-X (INDX) land use will give consistency with purpose and characteristics of the Industrial district.***
- ***SE Polk SAP guiding principles "will not restrict property owners from seeking Comprehensive Plan map and/or text amendments in response to market conditions that may change over time."***
- ***The demand for mobile homes as affordable housing within the County became so abundant that the County approved Ordinance No. 2025-025 on May 6, 2025, to allow mobile homes by right in subdivision plats recorded prior to May 20, 1971.***

LDCT-2025-12

Mobile Home Sales LDC Text Amendment

Agenda Item 2

DRC Recommendation: **Approval**

Request:	This is an applicant-initiated LDC Text Amendment to Chapter 4, Section 401.08, Table 401.08.01 Use Table for Southeast Polk Selected Area Plan, to add Retail, Home Sales Offsite as a permitted use in Industrial-X (INDX) land use District.

Staff Recommends Approval

- ***Consistent with the Land Development Code and Comprehensive Plan***
- ***Retail, Home Sales Offsite is allowed in other districts in the County. This is a more intense use, therefore request to be located in a less restrictive land use district.***
- ***Market Conditions have changed over time.***
  - ***The demand for mobile homes as affordable housing within the County became so abundant that the County approved Ordinance No. 2025-025 on May 6, 2025, to allow mobile homes by right in subdivision plats recorded prior to May 20, 1971.***



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

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

Agenda Item N.3. 9/2/2025

SUBJECT

Public Hearing (LDCT-2025-16 Heavy Equipment Sales and Services LDC Text Amendment) (First Reading) to allow Heavy Machinery Equipment Sales and Services as a conditional use in the Industrial-X (INDX) land use district. (No Fiscal Impact).

DESCRIPTION

This is an applicant-initiated request for a LDC text amendment to amend Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan - Use Table, to add Heavy Machinery Equipment Sales and Services as a conditional use in the Industrial-X (INDX) land use district. On August 6, 2025, the Planning Commission recommended approval with a 7-0 vote.

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 first of the two hearings.

RECOMMENDATION

No action required on first reading.

Adopt on second reading on September 16, 2025:

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Kyle Rogus, Planner I

Land Development Division

(863) 534-7553

kylerogus@polk-county.net

POLK COUNTY
DEVELOPMENT REVIEW COMMITTEE
STAFF REPORT

DRC Date:	June 6, 2025	**Level of Review:**	Level 4 Review
PC Date:	August 6, 2025	**Type:**	LDC Text Amendment
BoCC Date:	September 2, 2025 September 16, 2025	**Case Numbers:**	LDCT-2025-16
		Case Name:	Heavy Machinery Equipment Sales and Services Text Amendment
Applicant:	Peterson & Myers PA, Shelton Rice	**Case Planner:**	Kyle Rogus

Request:	An applicant-initiated LDC Text Amendment to Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan – Use Table to add "Heavy Machinery Equipment Sales and Services" as a conditional use in the Industrial-X (IND-X) land use district.
DRC Recommendation:	Approval
Planning Commission Vote:	7-0 Approval

Summary:

This Land Development Code (LDC) text amendment is to allow "Heavy Machinery Equipment Sales and Services" within the Industrial-X (IND-X) land use districts. Currently, "Heavy Machinery Equipment Sales and Services" is a permitted use in the IND district elsewhere in the County, however is not permitted in the IND-X district in the Wahneta Neighborhood Plan. "Heavy Machinery Equipment Sales and Services" is defined in Chapter 10 of the LDC as, "Establishments primarily engaged in the retail sale, leasing and service of new or used trucks (greater than 2 ton load capacity) and heavy machinery and equipment. This includes any warranty repair work and other repair service conducted as an accessory use that may require outdoor storage, or have the potential for greater nuisance to adjacent properties due to noise, light, glare, or odor than light repair uses. Heavy machinery equipment includes, but is not limited to earth movers, cranes and similar size vehicles, machinery and equipment."

Allowing "Heavy Machinery Equipment Sales and Services" as a conditional use will better support the Vision Basic Principles and Objectives established for the Wahneta Neighborhood Plan in the Polk County Comprehensive Plan by creating opportunities for small businesses and new employment opportunities. Facilities providing "Heavy Machinery Equipment Sales and Services" within an IND-X land use district in the Wahneta Neighborhood Plan will now require a Level 2 Review and approval subject to special conditions.

Relevant Sections, Policies, and/or Regulations to Consider:
Comprehensive Plan Section 2.113 Industrial
LDC Section 204 Standard Land Use Districts
LDC Section 205 Use Table for Standard Land Use Districts
LDC Section 403.01 Use Table for Wahneta Neighborhood Plan – Use Table
LDC Section 905 Level 2 Review

Findings of Fact

- *This is an applicant-initiated request for a Land Development Code (LDC) Text Amendment to Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan – Use Table, to add "Heavy Machinery Equipment Sales and Services" as a conditional use in Industrial-X (IND-X) land use district.*

- *"Heavy Machinery Equipment Sales and Services" is defined in Chapter 10 of the LDC as, "Establishments primarily engaged in the retail sale, leasing and service of new or used trucks (greater than 2 ton load capacity) and heavy machinery and equipment. This includes any warranty repair work and other repair service conducted as an accessory use that may require outdoor storage, or have the potential for greater nuisance to adjacent properties due to noise, light, glare, or odor than light repair uses. Heavy machinery equipment includes, but is not limited to earth movers, cranes and similar size vehicles, machinery and equipment."*

- *Chapter 2, Section 204.C6 states, "The purpose of the IND district is to provide areas for general manufacturing, processing, and distribution of goods. General commercial uses necessary to support the industrial area are also permitted."*

- *Comprehensive Plan Policy 2.113-A1 states, "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."*

- *Comprehensive Plan Section 2.101A goal is "To achieve an economically viable, efficient, safe, and quality-living environment through balanced and compact growth, while encouraging the efficient use of land, community infrastructure and protecting and managing the community's natural resources by showing the proposed distribution, location, and extent of future land uses by type, density, and intensity; while providing essential services in a cost effective manner."*

- *Comprehensive Plan Policy 2.101A-A2 states, "Maintain a set of specific and detailed Land Development Regulations, which implement and provide consistency with the goals, objective, and policies of the Polk County Comprehensive Plan."*

- *Comprehensive Plan Section 2.134-A Vision Basic Principles No. 9 of the Wahneta Neighborhood Plan states, "Allow for greater flexibility for the development of small businesses and community service providers to meet the diverse needs of the community."*

- *Comprehensive Plan Section 2.134-A Vision Basic Principles No. 10 of the Wahneta Neighborhood Plan states, "Encourage the development of diverse employment opportunities to attract businesses that will enable the community to become self-sufficient and enhance the quality of life of the residents."*

- *Table 2.1 of the LDC outlines permissible uses within standard land use districts. Table 403.01.C outlines the permissible and conditional uses for each land use district within the Wahneta Neighborhood Plan. "Heavy Machinery Equipment Sales and Services" is a use in both tables.*

- *Table 2.1 allows "Heavy Machinery Equipment Sales and Services" within the following standard land use districts:*

    - *Linear Commercial Corridor (LCC) as a C2 Conditional Use (CU)*
    - *High-Impact Commercial Center (HIC) as a P*
    - *Business Park Center-2 (BPC-2) as a C2 CU*
    - *Industrial (IND) as a P*
    - *Phosphate Mining (PM) as a C2 CU*

- *Table 403.01.C allows "Heavy Machinery Equipment Sales and Services" within the following standard land use districts:*

    - *Linear Commercial Corridor-X (LCCX) as a C2 Conditional Use (CU)*
    - *Business Park Center-2X (BPC-2X) as a C2 CU*

- *Comprehensive Plan Policy 2.113-A4 states, "Development within an Industrial area shall conform to the following criteria:*

    a. Permitted uses include facilities for the processing, fabrication, manufacturing, recycling, bulk material storage, and distribution of goods, disposal yards, and limited retail commercial in accordance with Policy 2.113-A4.b. Other non-residential uses that produce significant amounts of noise, odor, vibration, dust, and lighting on and off-site may be permitted within an industrial district through conditional approval. Permitted uses also include any use found within a Business-Park Center.

b. Retail commercial uses within an industrial area shall be sized for the purpose of serving just the employees of, and visitors to, the industrial area, and shall be limited to a scale appropriate for that purpose. The maximum floor area ratio for commercial uses within an industrial area shall not exceed 0.25.

c. Industrial sites shall be designed to provide for:

1. adequate parking to meet the demands of the use; and

2. buffering where the effects of lighting, noise, odors, and other such factors would adversely affect adjacent land uses. Parking lots, loading areas, dumpsters, utilities and air conditioning units, signage, etc., are examples of facilities which may require special buffering provisions.

d. The maximum floor area ratio for non-commercial uses within an Industrial area shall not exceed 0.75 in the TSDA, 0.65 in the UGA, 0.50 in the SDA, and 0.50 in the RDA, unless developed as a Planned Development.

e. Retail sale of goods manufactured on the site of a business located within an Industrial area is allowed provided the operation is incidental and subordinate to the manufacturing activity conducted on site and does not exceed eight percent (8%) of the total floor area or 15,000 square feet, whichever is the lesser.

f. Where centralized water or wastewater services are not available, the maximum impervious surface ratio shall be reduced to afford better protection and function of well and septic tank systems and as required if within a Nutrient Restoration Plan Overlay.

g. Planned Developments within the Industrial district may be permitted a maximum floor area ratio up to 1.5 for innovative and attractive employment centers. Intensity increases shall be reserved for those uses that provide substantial economic income opportunities for the County and its residents. Intensity increases shall only be granted to parcels within the TSDA and UGA. The Land Development Code shall establish development standards and criteria for Planned Developments within the Industrial district.

h. Industrial districts shall be separated from existing schools and developed residential areas through physical separation, screening, buffering, or a combination thereof, consistent with the standards in the County's Land Development Code.

i. Workforce housing for unaccompanied workers in barrack, dormitory, or apartment units under specific design parameters listed in the Land Development Code not to exceed an intensity of thirty-two (32) workers per acre or the limitations established by the Department of Health for water and wastewater usage, whichever allowed intensity is the lesser."

- *According to Table 403.01.C of the LDC, "Heavy Machinery Equipment Sales and Services" is not a permitted use in IND land use districts.*

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-2025-16.**

Analysis:

Outside the Wahneta Neighborhood Plan, "Heavy Machinery Equipment Sales and Services" is a permissible use within the standard Industrial (IND) land use district and aligns with the intent of the district, which is "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." "Heavy Machinery Equipment Sales and Services" which is defined as "establishments…[that] have the potential for greater nuisance to adjacent properties due to noise, light, glare, or odor than light repair uses."

By introducing "Heavy Machinery Equipment Sales and Services" as a conditional use in the IND-X district, the Wahneta Neighborhood Plan will achieve consistency with the uses and policies that are typical of industrial districts, as well as the vision and policies contemplated for the Wahneta Neighborhood Plan. Ultimately, this amendment will alleviate inconsistency created by allowing relatively intensive uses in less restrictive districts. "Heavy Machinery Equipment Sales and Services" are a permitted use in IND-X district in the following Selected Area Plans: North US 27 SAP; US Highway 98 SAP; North Ridge SAP; and, is allowed as a Level 2 Conditional Use in the Southeast Polk Selected Area Plan.

Two of the Vision Basic Principles in the Wahneta Neighborhood Plan are 1: to allow for greater flexibility for the development of small businesses and community service providers to meet the diverse needs of the community and 2: to encourage the development of diverse employment opportunities to attract businesses that will enable the community to become self-sufficient and enhance the quality of life of the residents. Allowing Heavy Machinery Equipment Sales and Services as a conditional use will better support the Vision Basic Principles and Objectives established for the Wahneta Neighborhood Plan in the Polk County Comprehensive Plan. Expanding the uses permitted in the IND-X creates opportunities for small businesses to utilize existing IND-X districts for uses that are currently lacking in the Wahneta Neighborhood. Furthermore, this change will attract new businesses and expand service offerings in the area. Finally, broadening uses in the IND-X district will create new employment opportunities within the Wahneta Neighborhood Plan.

Limits of the Proposed Ordinance

The effects of this amendment are restricted to "Heavy Machinery Equipment Sales and Services" in IND-X districts in the Wahneta Neighborhood Plan.

Consistency with the Comprehensive Plan & Land Development Code

The request is consistent with the Comprehensive Plan and the Land Development Code. No use is being proposed within a land use designation for which it was not intended. This is a policy change pertaining to the permitted uses in IND-X districts in the Wahneta Neighborhood Plan.

Comments from Other Agencies: None

Draft Ordinance: Under separate attachment

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LAND DEVELOPMENT CODE AMENDMENT LDCT-2025-16, AMENDING ORDINANCE NO. 00-09, AS AMENDED, THE POLK COUNTY LAND DEVELOPMENT CODE; AMENDING CHAPTER 4, SECTION 403.01.C, TABLE 4: WAHNETA NEIGHBORHOOD PLAN – USE TABLE, TO ADD HEAVY MACHINERY EQUIPMENT SALES AND SERVICES AS A CONDITIONAL USE IN THE INDUSTRIAL-X (INDX) LAND USE DISTRICT; 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 August 6, 2025; and

WHEREAS, the proposed text amendment to the Polk County Land Development Code shall allow Heavy Machinery Equipment Sales and Services as a conditional use in Industrial-X land use districts; and

WHEREAS, the Board of County Commissioners held two public hearings on September 2, 2025 and September 16, 2025 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 <u>underlined text</u> 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 August 6, 2025, to consider the LDC text amendments contained within Application LDCT-2025-16 and found them to be consistent with the Comprehensive Plan and recommended that the Board adopt the LDC Text Amendment contained within Application LDCT-2025-16.

c) The adoption of LDCT-2025-16 is consistent with the Comprehensive Plan and LDC.

SECTION 2: Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan - Use Table, of the Polk County Land Development Code, Polk Ordinance No. 00-09, as amended, is hereby amended in the following manner:

	CCX	CEX	LCCX	NACX	OCX	BPC-1X	BPC-2X	HICX	INDX	INST-1X	INST-2X
Heavy Machinery Equipment Sales and Services			C2				C2		C2		

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 16th day of September 2025.

LDCT-2025-16 - Wahneta Neighborhood Plan - LDC Text Amendment

Menu Reports Help

Application Name: Wahneta Neighborhood Plan - LDC Text Amendment

File Date: 06/05/2025

Application Type: BOCC-LDC Text Change

Application Status: Approved for Hearing

Application Comments:

View ID	Comment	Date

Description of Work: Peterson & Myers, P.A. is transmitting this application submittal for a text amendment to the Polk County Land Development Code to allow for Heavy Machinery Equipme and Services in the Industrial-X (INDX) Future Land Use within the Wahneta Neighborhood Plan boundaries.

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
Shelton Rice	Peterson & Myer...	Engineer	Mailing, 225 East Lemo...	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
0

DRC Meeting
06/26/2025

DRC Meeting Time
1:00 PM

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
8/6/2025

BOA Hearing Date
–

1st BOCC Date
9/2/2025

2nd BOCC Date
9/16/2025

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-25EST-00000-35449	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 ...	06/10/2025	Lyndsay Rathke
Engineering Review				
Surveying Review	Mike Benton	Approve	06/26/2025	Mike Benton
Roads and Drainage Review	Phil Irven	Approve	06/16/2025	Phil Irven
Fire Marshal Review	Kim Turner	Not Required	06/12/2025	Kim Turner
Planning Review	Mark Bennett	Approve	06/20/2025	Mark Bennett
School Board Review	School District	Not Required	06/11/2025	School District
Review Consolidation	Lyndsay Rathke	Approved for...	06/26/2025	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

Land Development Code Text Amendment Narrative and Demonstration of Need

The subject request is a text amendment to the Wahneta Neighborhood Plan provisions contained in Chapter 4 Special Districts of the Polk County Land Development Code ("LDC") to allow for Heavy Machinery Equipment Sales and Services as a permitted use (P) in the Industrial (INDX) Future Land Use district within the Wahneta Neighborhood Plan (Wahneta NP). Specifically, the proposed amendment is requested in the INDX district for Table 4: Wahneta Neighborhood Plan – Use Table in the LDC.

The proposed text amendment would permit Heavy Machinery Equipment Sales and Services in the INDX district within the Wahneta NP. Currently, the Wahneta NP allows for Heavy Machinery and Equipment Sales and Services in the Business Park Center – 2 (BPC-2X) district as a conditional use (C2). By introducing Heavy Machinery Equipment Sales and Services as a permitted (P) use in the INDX district, the Wahneta NP will achieve consistency with the uses and policies that are typical of industrial districts. As justification for the request, Chapter 2, Section 205 of the LDC allows for Heavy Machinery Equipment Sales and Services as a permitted (P) use in the Industrial (IND) district and a conditional use in the Business Park Center-2 (BPC-2) district. Ultimately, this amendment will alleviate inconsistency created by allowing relatively intensive uses in less restrictive districts while prohibiting them in more intensive districts. This request is consistent with the Polk County Comprehensive Plan and Land Development Code.

Consistency Analysis

SECTION 2.101A GENERAL.

GOAL: To achieve an economically viable, efficient, safe, and quality-living environment through balanced and compact growth, while encouraging the efficient use of land, community infrastructure and protecting and managing the community's natural resources by showing the proposed distribution, location, and extent of future land uses by type, density, and intensity; while providing essential services in a cost effective manner.

OBJECTIVE 2.101-A: Polk County will manage future growth and land development by implementing and enforcing the Land Development Regulations for properties within the unincorporated areas of the county; by enforcing and strengthening existing regulations; by eliminating confusing and unnecessary regulations. All land development regulations call for in this Plan shall be adopted and implemented in accordance with the provisions of S. 163, Florida Statutes.

. . .

POLICY 2.101A-A2: Maintain a set of specific and detailed Land Development Regulations, which implement and provide consistency with the goals, objective, and policies of the Polk County Comprehensive Plan.

POLICY 2.101A-A3: The land development regulations shall provide for land use districts which indicate the permitted, prohibited, or conditional uses in a matrix table that further represents the Polk County Comprehensive Plan and its goals, objectives and policies.

ANALYSIS: *By introducing Heavy Machinery Equipment Sales and Services as a permitted (P) use in the INDX district, the Wahneta Neighborhood Plan will achieve consistency with the uses and policies that are typical of industrial districts, as well as the vision and policies contemplated for the Wahneta Neighborhood Plan. Ultimately, this amendment will alleviate inconsistency created by allowing relatively intensive uses in less restrictive districts while prohibiting them in more intensive districts. Heavy Machinery Equipment Sales and Services are a permitted use in INDX district in the following Selected Area Plans: North US 27 SAP, US Highway 98 SAP, North Ridge SAP, and is allowed as a Level 2 Conditional Use in the Southeast Polk Selected Area Plan.*

SECTION 2.134-A WAHNETA NEIGHBORHOOD PLAN.

VISION BASIC PRINCIPLES

The Basic Principles section has been included to serve as guiding principles to convey the concept and intent of the objectives and policies of the Wahneta Neighborhood Plan. It contains the following fundamental principles:

. . .

9. Allow for greater flexibility for the development of small businesses and community service providers to meet the diverse needs of the community.

10. Encourage the development of diverse employment opportunities to attract businesses that will enable the community to become self-sufficient and enhance the quality of life of the residents.

OBJECTIVE 2.134-F: The county will assist in providing diverse employment opportunities for the community.

POLICY 2.134-F1: EMPLOYMENT RESOURCES - The County will continue to work with residents to provide employment assistance and job training services to the community. Services provided may vary depending on the needs of the community, but may include activities such as General Equivalency Diploma (GED) classes, English as a Second Language (ESL) classes, job search assistance, interview preparation, etc.

POLICY 2.134-F2: NEW BUSINESS DEVELOPMENT - The County will work with public and private organizations to promote and attract new businesses to the community to create a more diverse economy and enhance the residents' quality of life.

ANALYSIS: *Allowing Heavy Machinery Equipment Sales and Services as a permitted use (P) will better support the Vision Basic Principles and Objectives established for the Wahneta Neighborhood Plan in the Polk County Comprehensive Plan. Expanding the uses permitted in the Industrial (INDX) creates opportunities for small businesses to utilize existing INDX districts for uses that are currently lacking in the Wahneta Neighborhood. Furthermore, this change will attract new businesses and expand service offerings in the area. Finally, broadening uses in the INDX district will create new employment opportunities within the Wahneta Neighborhood Plan.*

LDCT-2025-16

Heavy Machinery Equipment Sales and Services LDC Text Amendment

Agenda Item 3

DRC Recommendation: **Approval**

Legal Ad Published 6/23 – No Response.

BoCC Dates: 9/2 & 9/16

DRC Recommends Approval

Request:	This is an applicant-initiated LDC Text Amendment to Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan – Use Table, to add Heavy Machinery Equipment Sales and Services as a conditional use in Industrial-X (INDX) land use District.

- ***SECTION 2: Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan – Use Table***

	CCX	CEX	LCCX	NACX	OCX	BPC-1X	BPC-2X	HICX	INDX	INST-1X	INST-2X
Heavy Machinery Equipment Sales and Services			C2				C2		C2		

- ***Heavy Machinery Equipment Sales and Services are allowed in other districts in the County outside of an SAP (LCC, HIC, BPC-2, IND, and PM).***
- ***Permitted use in the following Selected Area Plans: North US 27 SAP; US Highway 98 SAP; North Ridge SAP; and , is allowed as a conditional use in the Southeast Polk SAP.***
- ***Consistent with the Land Development Code and Comprehensive Plan.***
- ***Consistent with the Vision Basic Principles in the Wahneta Neighborhood Plan.***



Industrial (IND) Land Use District

The Purpose:

- *"to provide areas for general manufacturing, processing, and distribution of goods. General commercial uses necessary to support the industrial area are also permitted."*

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…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."*

Heavy Machinery Equipment Sales and Services:

- *"Establishments primarily engaged in the retail sale, leasing and service of new or used trucks (greater than 2 ton load capacity) and heavy machinery and equipment. This includes any warranty repair work and other repair service conducted as an accessory use that may require outdoor storage, or have the* ***potential for greater nuisance to adjacent properties due to noise, light, glare, or odor than light repair uses.*** *Heavy machinery equipment includes, but is not limited to earth movers, cranes and similar size vehicles, machinery and equipment."*

Industrial (IND) Land Use District

Findings:

- *Table 2.1 of the LDC outlines permissible uses within standard land use districts. Table 403.01.C outlines the permissible and conditional uses for each land use district within the Wahneta Neighborhood Plan. "Heavy Machinery Equipment Sales and Services" is a use in both tables.*

- *Table 2.1 allows Retail, Home Sales Offsite within the following standard land use districts:*
  - *Linear Commercial Corridor (LCC) as a C2 Conditional Use (CU)*
  - *High-Impact Commercial Center (HIC) as a P*
  - *Business Park Center-2 (BPC-2) as a C2 CU*
  - ***Industrial (IND) as a P***
  - *Phosphate Mining (PM) as a C2 CU*

- *Comprehensive Plan Section 2.134-A Vision Basic Principles No. 9 of the Wahneta Neighborhood Plan states, "Allow for greater flexibility for the development of small businesses and community* ***service providers*** *to meet the diverse needs of the community."*

Section 401.08, Table 401.08.01

	CCX	CEX	LCCX	NACX	OCX	BPC-1X	BPC-2X	HICX	INDX	INST-1X	INST-2X
Heavy Machinery Equipment Sales and Services			**C2**				**C2**		**C2**		

****_The Proposal:_**

- ***This text amendment to Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan - Use Table, to add Heavy Machinery Equipment Sales and Services as a conditional use in Industrial-X (INDX) land use will give consistency with purpose and characteristics of the Industrial district and implement principles No. 9 & 10 of the Wahneta Neighborhood Plan.***
- ***Allowing relatively intensive uses in less restrictive districts.***
- ***Require the imposition of development criteria in order to ensure that they are not harmful to the health, safety, and welfare of residents, surrounding uses and surrounding properties.***

LDCT-2025-16

Heavy Machinery Equipment Sales and Services LDC Text Amendment

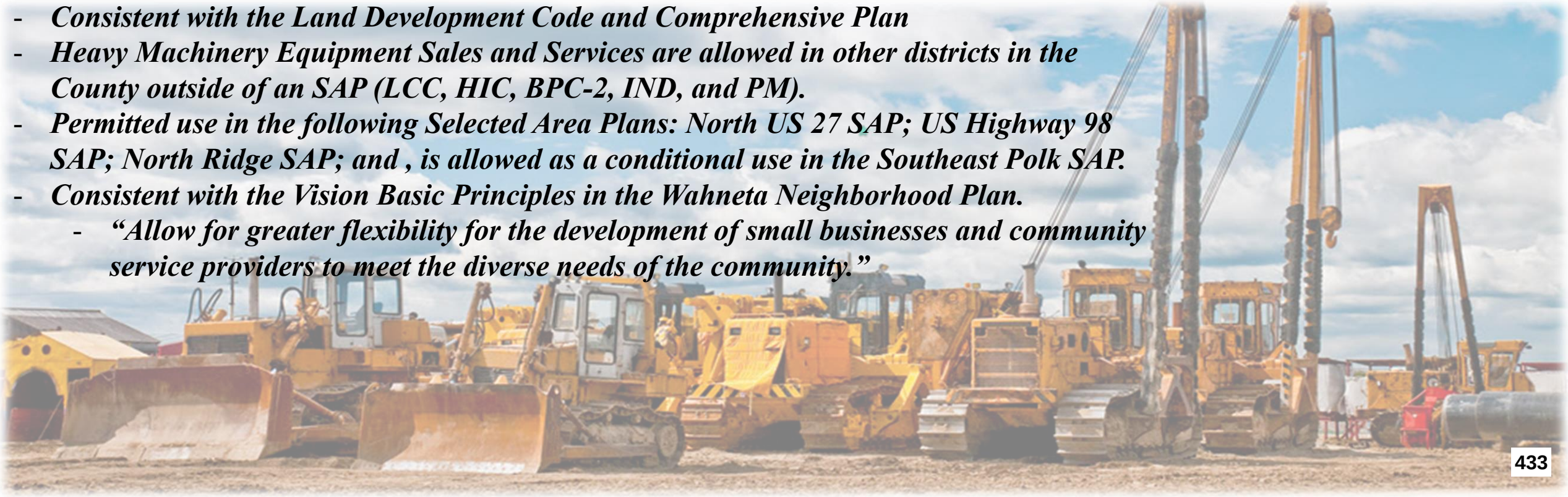
Agenda Item 3

DRC Recommendation: **Approval**

Request:	This is an applicant-initiated LDC Text Amendment to Chapter 4, Section 403.01.C, Table 4: Wahneta Neighborhood Plan – Use Table, to add Heavy Machinery Equipment Sales and Services as a conditional use in Industrial-X (INDX) land use District.

Staff Recommends Approval

- ***Consistent with the Land Development Code and Comprehensive Plan***
- ***Heavy Machinery Equipment Sales and Services are allowed in other districts in the County outside of an SAP (LCC, HIC, BPC-2, IND, and PM).***
- ***Permitted use in the following Selected Area Plans: North US 27 SAP; US Highway 98 SAP; North Ridge SAP; and , is allowed as a conditional use in the Southeast Polk SAP.***
- ***Consistent with the Vision Basic Principles in the Wahneta Neighborhood Plan.***
  - ***"Allow for greater flexibility for the development of small businesses and community service providers to meet the diverse needs of the community."***



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

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

Agenda Item O.1. 9/2/2025

SUBJECT

Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Two Traffic Calming Devices (Speed Humps) on Wheeler Road North, Near Lakeland. (estimated $10,000.00 one-time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Wheeler Road North. Wheeler Road North is located in the Lakeland area in S-21, T-27S, R-23E, and is classified as a Local Residential road.

Staff conducted traffic studies on Wheeler Road North, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of two traffic calming devices (speed humps) on Wheeler Road North. Cost for installation of the traffic calming devices is estimated at $10,000.00.

FISCAL IMPACT

Funding is budgeted in the FY 24/25 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

Wheeler Road North (Road Number 732115); from Kathleen Pines to Wheeler Road West. Located in S-21, T-27S, R-23E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Wheeler Road North qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Wheeler Road North were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Wheeler Road North to have two traffic calming devices installed between Kathleen Pines and Wheeler Road West.

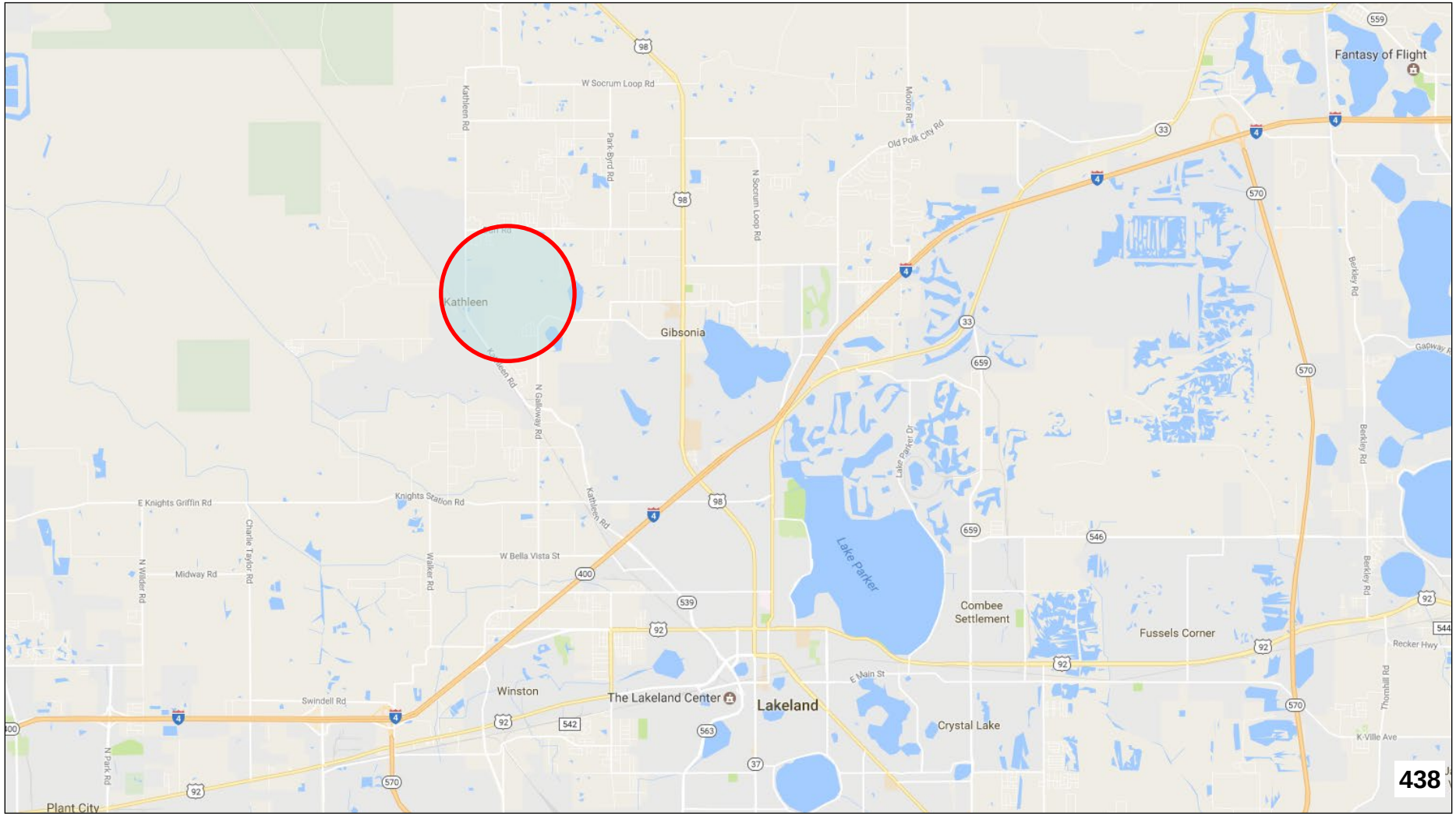
DATED this 2nd day of September 2025.

N

N.T.S.

Wheeler Rd N (Lakeland Area)

Request for Traffic Calming Devices

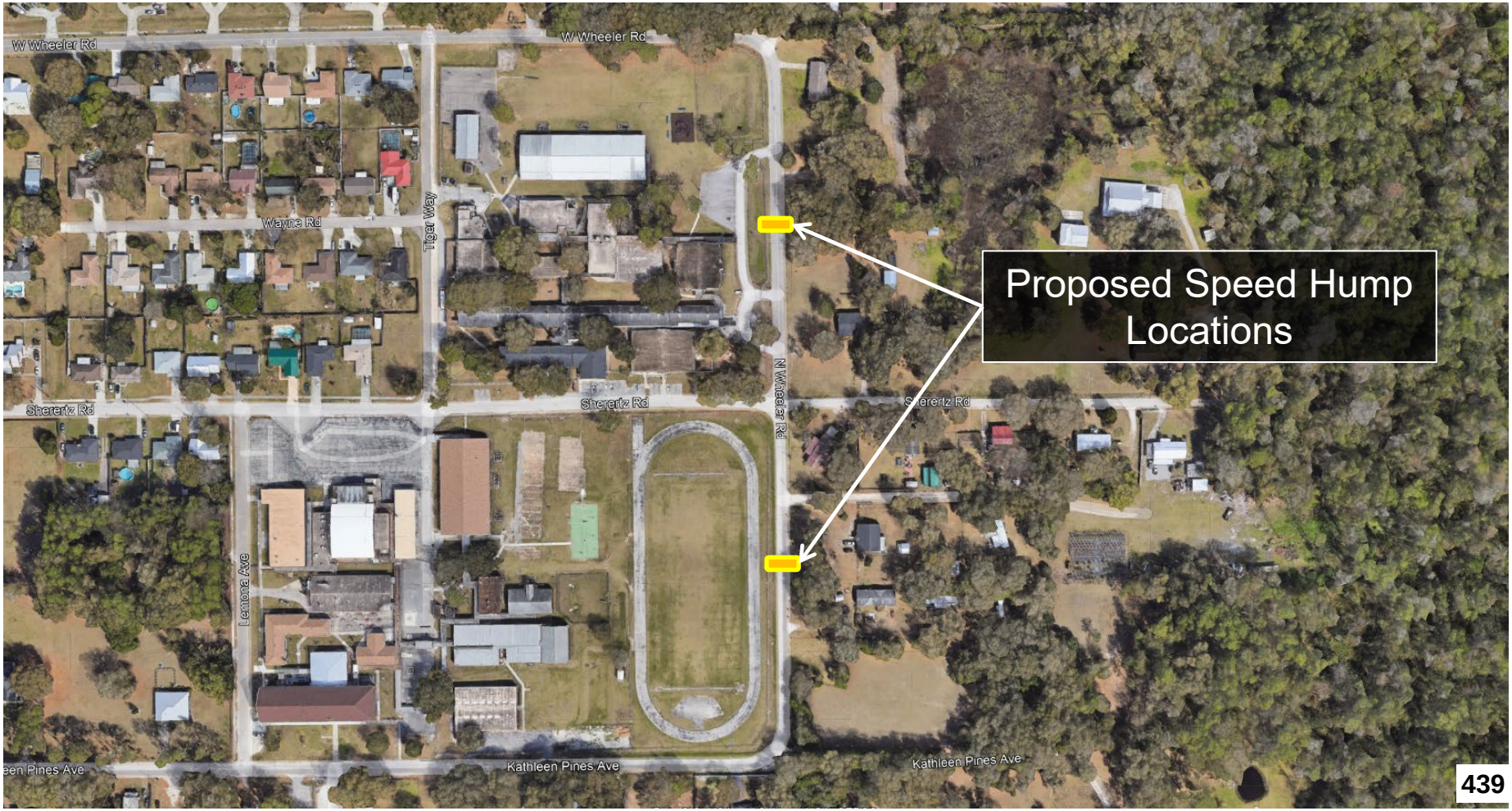


N

N.T.S.

Wheeler Rd N (Lakeland Area)

Traffic Calming Plan



Agenda Item O.2. 9/2/2025

SUBJECT

Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Four Traffic Calming Devices (Speed Humps) on Avenue U Northwest, Near Winter Haven. (estimated $20,000.00 one-time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Avenue U Northwest. Avenue U Northwest is located in the Winter Haven area in S-13, T-28S, R-25E, and is classified as a Local Residential road.

Staff conducted traffic studies on Avenue U Northwest, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of four traffic calming devices (speed humps) on Avenue U Northwest. Cost for installation of the traffic calming devices is estimated at $20,000.00.

FISCAL IMPACT

Funding is budgeted in the FY 24/25 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

> Avenue U Northwest (Road Number 851310); from Fortieth Street Northwest to Twenty-Sixth Street Northwest. Located in S-13, T-28S, R-25E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Avenue U Northwest qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Avenue U Northwest were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Avenue U Northwest to have four traffic calming devices installed between Thirty-Fourth Street Northwest and Twenty-Sixth Street Northwest.

DATED this 2nd day of September 2025.

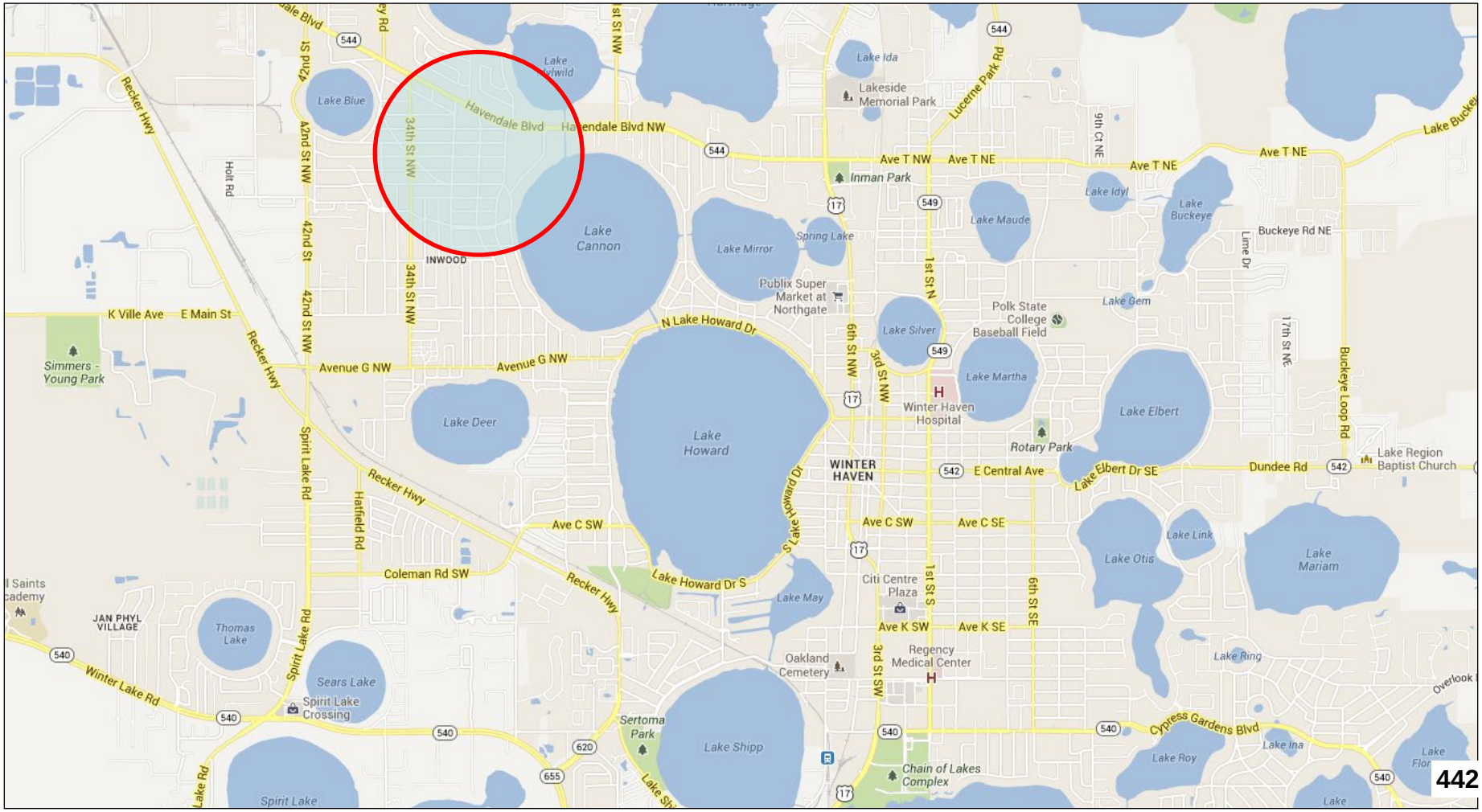
N

N.T.S.

Ave U NW (Winter Haven Area)

Request for Traffic Calming

Vicinity Map



N

N.T.S.

Ave U NW (Winter Haven Area)

Traffic Calming Plan



Agenda Item O.3. 9/2/2025

SUBJECT

Public Hearing to Consider Adoption of a Resolution Allowing for the Installation of Nine Traffic Calming Devices (Speed Humps) on Dean Street, Near Mulberry. (estimated $45,000.00 one-time expense)

DESCRIPTION

The Board of County Commissioners has a policy that allows for the installation of traffic calming devices on certain County roads, provided they meet the criteria set forth in the policy.

An area resident approached the County with a request to install traffic calming devices on Dean Street. Dean Street is located in the Mulberry area in S-11, T-30S, R-23E, and is classified as a Local Residential road.

Staff conducted traffic studies on Dean Street, as outlined in FS 316.189, and determined that the roadway met the Policy criteria based on traffic speed and volume. Staff distributed ballots to affected homeowners and received a favorable vote from the required percentage of that population.

RECOMMENDATION

Request Board adopt the associated Resolution to allow for the installation of nine traffic calming devices (speed humps) on Dean Street. Cost for installation of the traffic calming devices is estimated at $45,000.00.

FISCAL IMPACT

Funding is budgeted in the FY 24/25 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
(863) 535-2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

RESOLUTION NO.: _____

WHEREAS the Board of County Commissioners has a policy to allow for the placement of traffic calming devices upon certain qualifying roads, and

WHEREAS the Polk County Roads & Drainage Division was requested to install traffic calming devices on the following County-maintained Local Residential road:

Dean Street (Road Number 031110); from Kiddschool Road to State Road 37. Located in S-11, T-30S, R-23E, and

WHEREAS speed studies were performed in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that Dean Street qualifies for traffic calming devices based on 85th Percentile speed and traffic volume, and

WHEREAS homeowners along Dean Street were provided with ballot forms, and a sufficient number of said forms were either returned in support of the installation of traffic calming devices, or were not returned and counted as being in support of the installation of traffic calming devices, in accordance with Board policy requirements,

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Dean Street to have nine traffic calming devices installed between Kiddschool Road and State Road 37.

DATED this 2nd day of September 2025.

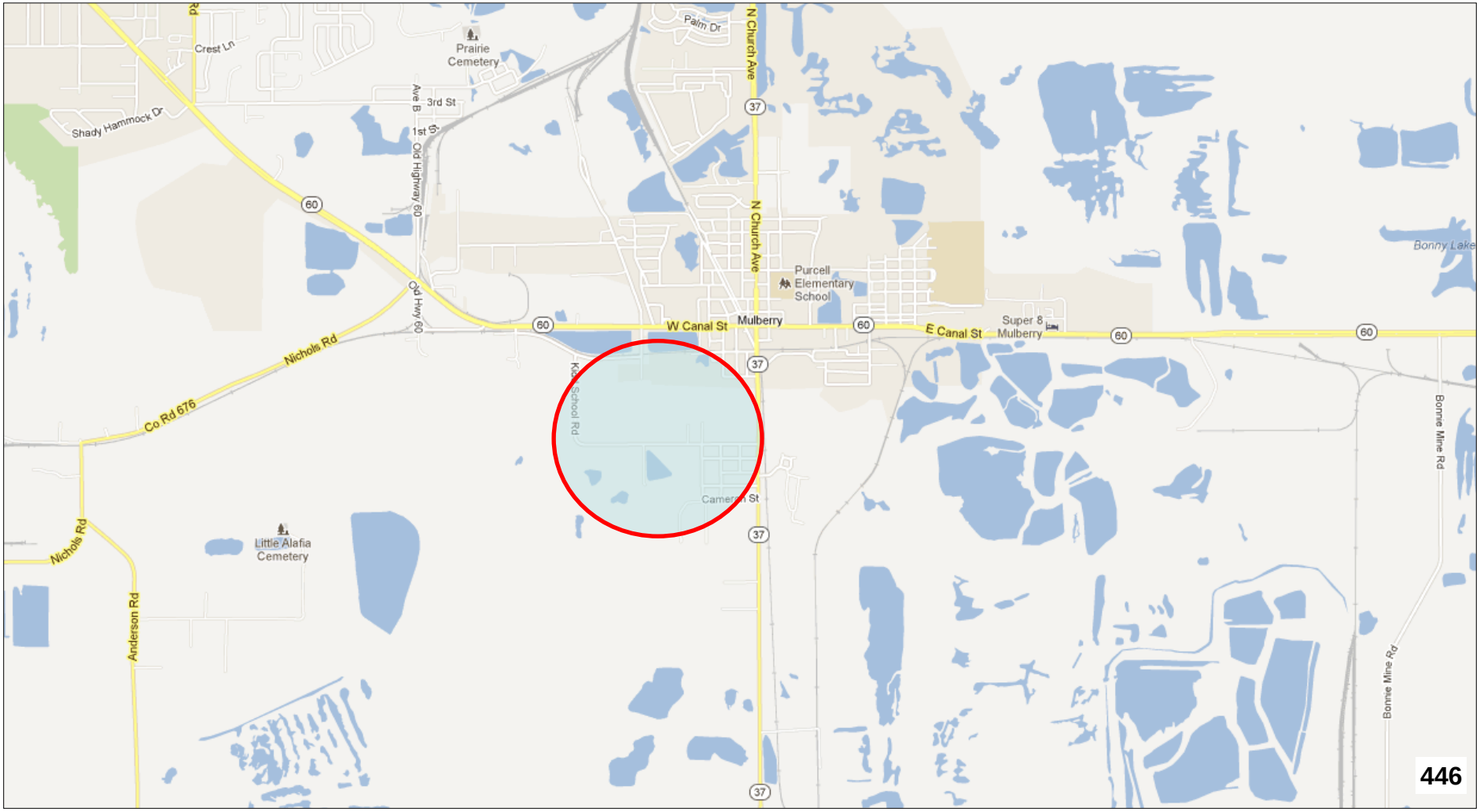
N

N.T.S.

Dean St (Mulberry Area)

Request for Traffic Calming

Vicinity Map

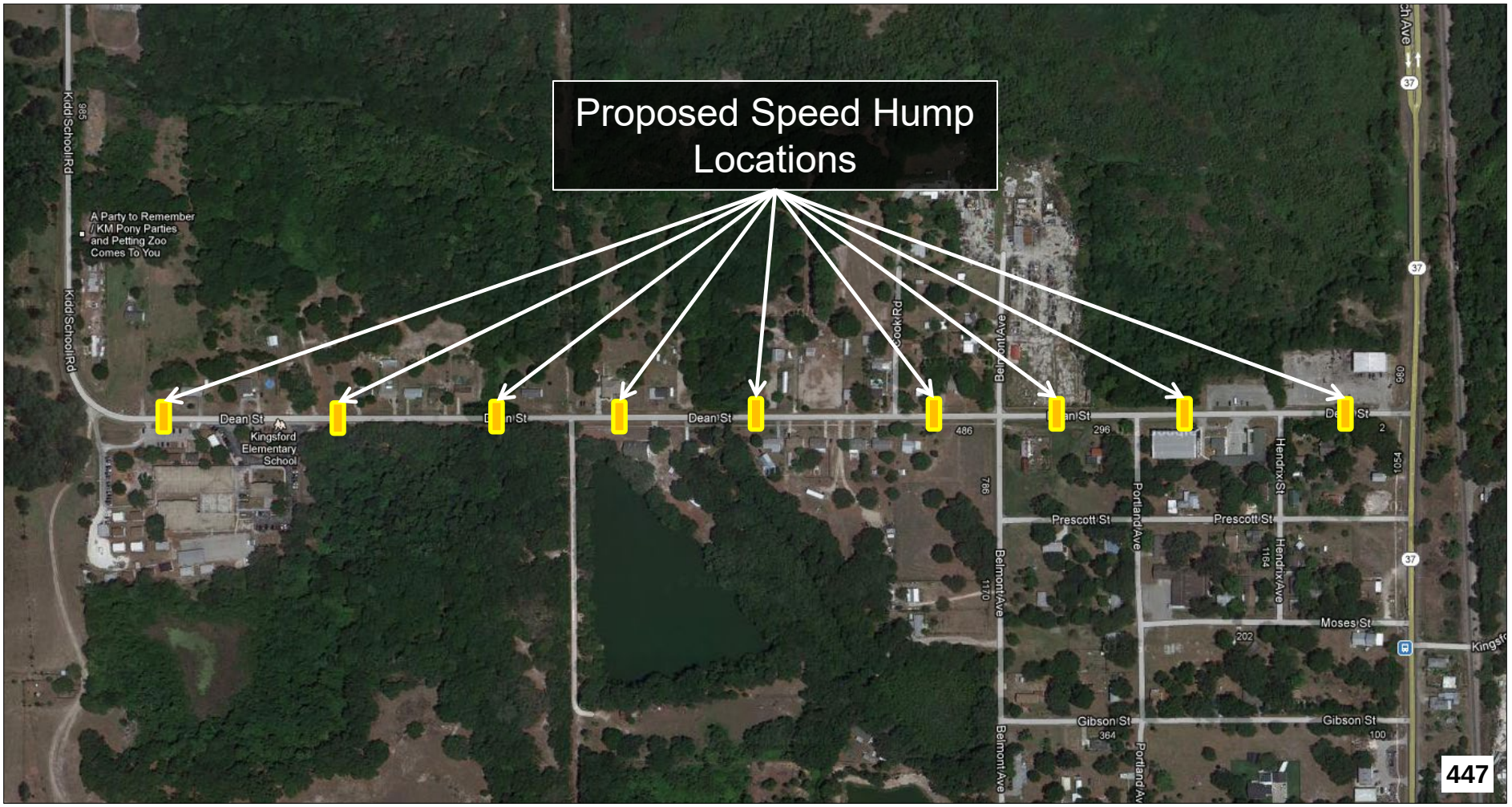


N

N.T.S.

Dean St (Mulberry Area)

Traffic Calming Plan



Agenda Item O.4. 9/2/2025

SUBJECT

Consider adoption of an Ordinance of the Polk County Board of County Commissioner, establishing Vessel Exclusion Zones and Designated Swim Areas on Lake Winterset, Lake Clinch, and Lake Ariana.

DESCRIPTION

Polk County's numerous lakes are a major asset, providing significant recreational opportunities for residents and visitors. As waterway usage increases, conflicts between motorized vessel traffic and vulnerable users like swimmers and bathers present a growing safety concern. The mixing of these incompatible activities creates a risk of serious injury or death.

Pursuant to Chapter 327, Florida Statutes, the Board of County Commissioners has the authority to establish boating-restricted areas to enhance public safety. The purpose of this proposed ordinance is to create clearly marked Vessel Exclusion Zones, which function as Designated Swim Areas, in specific, high-use locations on Lake Winterset, Lake Clinch, and Lake Ariana. This action will physically separate vessel traffic from swimming activities, mitigating risks and protecting the public health, safety, and general welfare of persons using these waterways.

RECOMMENDATION

Approve the Ordinance of the Polk County Board of County Commissioners establishing Vessel Exclusion Zones and Designated Swim Areas on Lake Winterset, Lake Clinch, and Lake Ariana.

FISCAL IMPACT

No fiscal Impact.

CONTACT INFORMATION

Randall Vogel
Assistant County Attorney
863-534-6744

ORDINANCE NO. 2025-___

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS ESTABLISHING VESSEL EXCLUSION ZONES AND DESIGNATED SWIM AREAS ON LAKE WINTERSET, LAKE CLINCH, AND LAKE ARIANA; CLARIFYING THE REPEAL OF POLK COUNTY ORDINANCE NO. 91-13; PROVIDING FOR DEFINITIONS, REGULATIONS, ENFORCEMENT, AND PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Polk County has approximately five hundred fifty (550) lakes covering over ninety-three thousand (93,000) acres and hundreds of miles of streams and rivers, which are a major asset to the County; and

WHEREAS, the Board of County Commissioners desires to promote the safety and enjoyment of its waterways for all users; and

WHEREAS, pursuant to Chapter 327, Florida Statutes, particularly Sections 327.46 and 327.60, local governments are authorized to regulate vessels and establish boating-restricted areas, including vessel exclusion zones, upon local waterways for the safety and welfare of their citizens; and

WHEREAS, boats have been declared dangerous instrumentalities pursuant to Section 327.32, Florida Statutes; and

WHEREAS, the mixing of motorized vessel traffic with swimmers, waders, and users of non-motorized flotation devices presents a significant risk of serious injury or death, and the Board finds that vessel exclusion zones are a critical tool to physically separate incompatible waterway uses, thereby mitigating risks to vulnerable users; and

WHEREAS, staff has received a letter from the Polk County Sheriff's Office (Exhibit "D") citing congestion between vessels and swimmers on Lake Winterset, Lake Clinch, and Lake Ariana, which has led to dangerous situations including near-miss collisions, vessels operating at unsafe speeds, and interference with non-motorized recreational users; and

WHEREAS, due to high levels of recreational use on Lake Winterset, Lake Clinch, and Lake Ariana, the Board of County Commissioners of Polk County, Florida, finds it necessary and in the public interest to establish vessel exclusion zones and designated swim areas in specific locations on said lakes to protect the health, safety, and general welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA THAT:

SECTION 1: SHORT TITLE

This Ordinance shall be known and may be cited as the "Lake Winterset, Lake Clinch, and Lake Ariana Designated Swim Area Ordinance."

SECTION 2: APPLICABILITY

The regulations herein shall apply only to the specifically designated areas of Lake Winterset, Lake Clinch, and Lake Ariana as described in Ordinance.

SECTION 3: DEFINITIONS

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. If any definition is inconsistent with the definition in Florida Statutes, the definition in Florida Statutes shall take precedence.

Bather shall mean any person who is in the water, whether said person is swimming, wading, floating on any device, or engaged in other activity in the water.

Board shall mean the Board of County Commissioners of Polk County, Florida.

Designated Swim Area means an area established for the primary purpose of protecting bathers from vessel traffic and is designated by the Board, through this Ordinance, for swimming and related activities, automatically created within the boundaries of any vessel exclusion zone established pursuant to Florida Statutes 327.46.

Idle speed/no wake means that a vessel cannot proceed at a speed greater than that speed which is necessary to maintain steerageway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow.

Operate shall mean to be in the actual physical control of a vessel.

Operator means any person in charge of, in command of, or in actual physical control of a vessel on the waters of this county, exercising control over or having responsibility for a vessel's navigation or safety while the vessel is underway on the waters of this county, or controlling or steering a vessel being towed by another vessel on the waters of this county.

Person shall mean an individual, partnership, firm, corporation, association, or other entity.

Vessel is synonymous with boat as referenced in section 1(b), Art. VII of the State Constitution and includes every description of watercraft, barge, and air boat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

Vessel exclusion zone means an area designated by the Board, through this Ordinance, from which all vessels are excluded to enhance safety, prevent user conflicts, and/or protect environmental resources.

SECTION 4: EXEMPTIONS

The prohibitions contained within this Ordinance shall not apply to the following:

1. Vessels operated by authorized law enforcement, firefighting, or rescue personnel.
2. Vessels operated related to environmental management activities.
3. Vessels operating under emergency conditions during an emergency.
4. Vessels operated by an employee, officer, or authorized agent of local, state, or federal government for ensuring compliance with the law or for performing other official duties, such as environmental management activities.
5. Vessels operating within a designated swim area/vessel exclusion zone for the sole purpose of accessing and departing from a dock located on property owned or operated by the vessel's owner or operator, provided that such vessels:
    a. Operate at idle speed/no wake at all times within the designated swim area/vessel exclusion zone.
    b. Take the most direct route to and from the dock.
    c. Do not engage in any other activities within the Designated Swim Area/Vessel Exclusion Zone beyond what is minimally necessary to access and depart from the dock.

SECTION 5: ESTABLISHMENT, REGULATION, AND MARKERING OF ZONES

1. *Establishment of Zones:* The Board of County Commissioners hereby establishes the following Vessel Exclusion Zones, within which Designated Swim Areas are created:
    a. **Lake Winterset:** The area designated as a Vessel Exclusion Zone on Lake Winterset is depicted on the map attached hereto as Exhibit 'A' and incorporated herein by reference.
    b. **Lake Clinch:** The area designated as a Vessel Exclusion Zone on Lake Clinch is depicted on the map attached hereto as Exhibit 'B' and incorporated herein by reference.
    c. **Lake Ariana:** The area designated as a Vessel Exclusion Zone on Lake Ariana is depicted on the map attached hereto as Exhibit 'C' and incorporated herein by reference.
2. *Permitted Activities*: Within such designated swim areas, the following activities are permitted:
    a. Swimming and wading;
    b. Floating and the use of non-motorized flotation devices;
    c. Snorkeling and other recreational activities that do not involve the use of a vessel.
3. *Prohibited Activities*: Within such designated swim areas, the following activities are prohibited:
    a. Operation of any motorized vessel, including but not limited to motorboats, personal watercraft, and airboats, except for law enforcement, emergency response, or other official purposes as authorized by this county;
    b. Anchoring or mooring of any vessel;
    c. Any activity that endangers or interferes with the safety of swimmers.
4. *Marking and Signage*: The Polk County Sheriff’s Office shall be responsible for posting and maintaining all required buoys, signs, or other appropriate markers identifying the

boundaries of the swim area(s), in accordance with the Uniform State Waterway Marking System.

SECTION 6: ENFORCEMENT AND PENALTIES

The County's code enforcement officers, the Polk County Sheriff's Office and any other person authorized to enforce county ordinances may enforce the provisions of this Ordinance. Any enforcement action or legal remedy available under controlling state law, including, but not limited to, prosecution as a misdemeanor with a fine not exceeding five hundred dollars ($500.00) or by imprisonment for a term not exceeding sixty (60) days or by both fine and imprisonment, may be imposed as a penalty. When enforced by a code enforcement officer, the enforcement provisions and procedures contained in the Polk County Code Enforcement Special Magistrate Ordinance, as may be amended, are incorporated herein by reference and will apply. Nothing contained herein shall prevent the County from taking such other lawful action in law and equity as may be necessary to remedy any violation of any part of this Ordinance, including without limitations:

1. Pursuit of injunctive and/or declaratory relief in a court of competent jurisdiction; and
2. Utilizing any other action or enforcement method permitted by law.

SECTION 7: NO WARRANTIES OR ASSURANCES

The establishment of a Vessel Exclusion Zone or Designated Swim Area by the Board does not imply any warranty or assurance of safety within that area. Users of these areas assume all risks associated with their use.

SECTION 8: REPEAL AND SEVERABILITY.

Polk County Ordinance No. 91-13, together with all ordinances or portions of ordinances amending it, is hereby repealed. This repeal shall be deemed effective on the date that Ordinance No. 2025-032 became effective. If any provision of this Ordinance or if this Ordinance as applied is determined to be invalid or unconstitutional by a court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 9: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its filing with the Office of the Florida Secretary of State.


Exhibit "A"
N
W
E
S
Lake Winterset
Designated Swim Area and Vessel Exclusion Zone


Exhibit "A"
N
W
E
S
Lake Winterset
Designated Swim Area and Vessel Exclusion Zone

Exhibit "A"


N
W
E
S
Lake Winterset
Designated Swim Area and Vessel Exclusion Zone


Exhibit "B"
N
W
E
S
Lake Clinch
S Clinch Lake Blvd
W 4th Ct
Wood Ave
Fir Ave
W 7th St
Lauterbach St
Swimming Area
Maxar, Microsoft, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, ©
OpenStreetMap contributors, and the GIS User Comm
456


Exhibit "C"
N
W
E
S
Lake Ariana
Bishop St
Ramsgate Rd
Elaine Dr
Flores Way
Lake Ariana Blvd
Lake Ariana Blvd
Ramsgate Rd
Tempsford Rd
Pearl St
Hawthorne Rd
Margate Rd
Lake Lena
Swimming Area
Sunset Ave
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community,
457

Sheriff Grady Judd
Polk County
1891 Jim Keene Blvd. • Winter Haven, FL 33880-8010 • Phone: 863.298.6200 • www.polksheriff.org

March 19, 2025

Exhibit "D"

Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

RE: Request for Adoption of Boating-Restricted Areas per Florida Statute 327.46(1)(c)(3)b

To the Honorable Members of the Polk County Board of County Commissioners:

Pursuant to Florida Statute 327.46(1)(c)(3)b, I respectfully submit for consideration the proposed ordinance titled "Polk County Waterway Protection Code" (Ordinance No. 2024-***), as well as the accompanying Resolution No. 2025-***, which establish designated swim areas and vessel exclusion zones in certain portions of Lake Winterset, Lake Clinch, and Lake Ariana.

The need for these boating-restricted areas has arisen due to significant public safety concerns identified on these bodies of water. With over 550 lakes and more than 93,000 acres of navigable waterways in Polk County, congestion between vessels and swimmers has led to dangerous situations that threaten the health, safety, and general welfare of both residents and visitors.

Specifically, these areas have seen increased incidents of near-miss collisions, excessive wake damage to docks and shoreline property, and interference with non-motorized recreational users. Our deputies have reported a growing number of complaints from residents and documented situations where vessel operation at unsafe speeds and proximity to swimmers created hazardous conditions.

The proposed ordinance and resolution are designed to:

- Minimize conflicts between vessels and swimmers;
- Reduce the risk of accidents and injuries;
- Promote safe and responsible boating;
- Ensure that waterways are enjoyed by all users in a safe environment.

The proposed ordinance and resolution meet the requirements set forth in Chapter 327, Florida Statutes. I respectfully request the Board's adoption of these boating-restricted areas to enhance public safety and support the responsible use of Polk County's waterways.

Please feel free to contact me if you have any questions or need additional information.

Thank you for your attention and consideration.

Sincerely,

Mario J. Cabrera
General Counsel

Agenda Item O.5. 9/2/2025

SUBJECT

Consider adoption of an Ordinance of the Polk County Board of County Commissioners entitled the “Polk County Noise Ordinance”, repealing and restating Ordinance 14-030, as amended.

DESCRIPTION

As Polk County’s population continues to grow, residents have faced significant challenges related to noise disturbances. The County's existing noise regulations, originally adopted under Ordinance 14-030, as amended, are insufficient for addressing the types of noise issues currently being faced by our residents.

The purpose of this ordinance is to repeal and replace the existing noise ordinance to provide an updated framework for effectively protecting the public health, safety, general welfare, and the reasonable peace and quiet of Polk County residents.

RECOMMENDATION

Approve the Ordinance of the Polk County Board of County Commissioners repealing and restating Polk County Noise Ordinance 2014-030, as amended.

FISCAL IMPACT

No fiscal Impact.

CONTACT INFORMATION

Randall Vogel
Assistant County Attorney
863-534-6744

ORDINANCE NO. 25-_____

AN ORDINANCE RELATING TO NOISE CONTROL TO BE KNOWN AND CITED AS THE POLK COUNTY NOISE CONTROL ORDINANCE; MAKING FINDINGS; PROVIDING AUTHORITY; PROVIDING SCOPE; PROVIDING DEFINITIONS; PROHIBITING NOISE DISTURBANCES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SPECIFIC PROHIBITIONS; PROVIDING FOR LIBERAL, NON-CONFLICTING CONSTRUCTION; PROVIDING FOR EXEMPTIONS; PROVIDING FOR SEPARATE VIOLATIONS; PROVIDING FOR RESOLUTIONS; REPEALING ORDINANCE 14-030; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article II, Section 7 of the Florida Constitution states "(a) It shall be the policy of the state to conserve and protect its natural resources and scenic beauty. Adequate provision shall be made by law for the abatement of air and water pollution and of excessive and unnecessary noise and for the conservation and protection of natural resources; and

WHEREAS, unreasonably loud. raucous, jarring, unseemly, and disturbing noise has been a serious problem in Polk County and problems will increase in conjunction with the growth, development, and urbanization of Polk County and changes in culture and technology; and

WHEREAS, it is the purpose of this Ordinance to prevent, prohibit, and provide for the abatement of disturbing noise in order to reasonably protect and promote the health, safety, general welfare, and the reasonable peace and quiet of the residents of Polk County; and

WHEREAS, such disturbing noise problems may not be amenable to practical measurement by decibel measuring apparatus.

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 Polk County Noise Control Ordinance.

SECTION 2: AUTHORITY

This Ordinance is enacted under the Home Rule Power of Polk County, specifically Section 125.01, Florida Statutes, and pursuant to Article ll, Section 7, Florida Constitution, which provides that adequate provision shall be made by law for the abatement of excessive and unnecessary noise.

SECTION 3: APPLICABILITY

This Ordinance shall be effective throughout the unincorporated areas of Polk

County, Florida.

SECTION 4: EXEMPTIONS.

The provisions of this Ordinance, except for those specific prohibitions set forth in Section 8 of this Ordinance, shall not apply to the following sounds:

1) The unamplified human voice;
2) Railway locomotives or cars;
3) Household or farming tools, appliances, and equipment meeting manufacturer's specifications as to sound, if applicable;
4) Aircraft and airport activity conducted in accordance with federal laws and regulations;
5) Maintenance of public service facilities;
6) Law enforcement activities, including training;
7) Licensed game hunting activities;
8) Emergency signals during emergencies;
9) Emergency testing;
10) Refuse collection and mosquito fogging;
11) Operation of any regulated or publicly owned utility;
12) Construction activities exempt from, or for which Polk County has issued a development permit; provided such activity occurs between 6:00 a.m. and 9:00 p.m.;
13) Organized athletic contests provided such activity occurs between 6:00 a.m. and 9:00 p.m.;
14) Sounds relating to and originating within any nonresidential land use districts under the Polk County Comprehensive Plan and Land Development Code (except for those sounds specifically prohibited in section 8 of this Ordinance);
15) Sounds relating to and originating from legal, pre-existing, nonconforming, commercial and industrial activities (except for those sounds specifically prohibited in Section 8 of this Ordinance);
16) Phosphate mining activity;
17) Emergency devices and vehicles used for the purpose of alerting people of an emergency, or the emission of sound in performance of emergency work;
18) Lawful public gatherings provided such activity occurs between 6:00 a.m. and 9:00 p.m. (except for those sounds specifically prohibited in Section 8 of this Ordinance);
19) Reasonable operation of equipment associated with the following activities between 6:00 a.m. and 9:00 p.m.: Lawn care, soil cultivation, maintenance of trees, hedges, and gardens; the use of lawnmowers, saws, and tractors; tree trimming; and limb clipping; and
20) Recreation and amusement (general or intensive) activities approved by the county through a Level 3 or Level 4 conditional use process under the Land Development Code.

SECTION 5: DEFINITIONS

As used in this Ordinance, the following terms shall have the following meanings:

1) "Noise Disturbance" means any sound which is:
   a. plainly audible at a distance of 50 feet from the source of the sound; or

b. of such duration, volume, or intensity as to be detrimental to human or animal life, or property; or
c. of such duration, volume, or intensity as to unreasonably interfere with the comfortable enjoyment of life, property, or the conduct of business; or
d. of such duration, volume, or intensity as to alarm, disturb, or annoy reasonable people; or
e. unreasonably loud, raucous, jarring, disturbing, unseemly, or a nuisance.

2) "Amplified" means increased in volume or intensity by means of an electrical or mechanical device.
3) "Motorized vehicle" means any transportation vehicle that is propelled, other than by human or animal power, on land. This includes, but is not limited to, motorcycles, ATVs, go-karts, automobiles, and trucks.
4) "Plainly Audible" means any sound that can be clearly heard by a person with normal hearing at a distance of 50 feet from the source of the sound.
5) "Vessel" means every description of watercraft, other than a seaplane on the water, used or capable of being used as a means of transportation on the water.

SECTION 6: PROHIBITION OF NOISE DISTURBANCES

No person or business may make, continue, permit, or cause to be made or continued, any noise disturbance as defined in this Ordinance. Factors that shall be considered in determining whether a Noise Disturbance in violation of this Ordinance has occurred shall consist of but may not necessarily be limited to, the following:

1) The duration, volume, or intensity of the noise;
2) The nature of the area and the land use district from which the sound emanates in relation to the area where it is perceived;
3) The time of day or night the noise occurs; and/or
4) Whether the noise is recurrent, intermittent, or constant.

SECTION 7: ENFORCEMENT

The County's code enforcement officers, the Polk County Sheriff's Office and any other person authorized to enforce county ordinances may enforce the provisions of this Ordinance. Any enforcement action or legal remedy available under controlling state law, including, but not limited to, prosecution as a misdemeanor with a fine not exceeding five hundred dollars ($500.00) or by imprisonment for a term not exceeding sixty (60) days or by both fine and imprisonment, may be imposed as a penalty. When enforced by a code enforcement officer, the enforcement provisions and procedures contained in the Polk County Code Enforcement Special Magistrate Ordinance, as may be amended, are incorporated herein by reference and will apply. Nothing contained herein shall prevent the County from taking such other lawful action in law and equity as may be necessary to remedy any violation of any part of this Ordinance, including without limitations:

1) Pursuit of injunctive and/or declaratory relief in a court of competent jurisdiction; and
2) Utilizing any other action or enforcement method permitted by law.

SECTION 8: SPECIFIC PROHIBITION

The following specified acts and circumstances are hereby declared to constitute a prohibited Noise Disturbance in violation of this Ordinance; provided however, such enumeration is not and shall not be deemed to be exclusive; provided further that all other acts and circumstances meeting the definition of Noise Disturbance are likewise declared to be in violation of this Ordinance.

1) *Radios, Televisions, Musical Instruments, and Similar Devices, and Amplified Human Voice.* Playing or permitting the playing of any radio, television, audio system, musical instrument or similar device, or amplifying the human voice, sound or music, to such a volume as to be a Noise Disturbance.
2) *Barking Dogs*. Allowing a dog to bark, howl, or whine continuously or intermittently for a period of 10 minutes or more between the hours of 9:00 P.M. and 6 :00 A.M. such that it creates a Noise Disturbance. Any person or entity warned or cited for a violation under this specific subsection shall be subject to the conditions, procedures, penalties, and exemptions found in the Polk County Animal Control and Animal Services Ordinance and its amendments. The Sheriff's Office may defer enforcement against the owner of the animal to Animal Control in accordance with the Polk County Animal Control and Animal Services Ordinance, and its amendments, if the law enforcement officer is unable to personally observe the Noise Disturbance being created by the dog.
3) *Motorized Vehicles.* Except for such projects and uses that have received a Level 3 or Level 4 conditional use approval from the county under the Land Development Code, it is a violation of this Ordinance to drive a motorized vehicle in a manner that causes the tires to screech or squeal repeatedly on public or private property such that it causes a Noise Disturbance; repeatedly accelerate and decelerate a motorized vehicle on public or private property such that it causes a Noise Disturbance; or repeatedly shift the gears of the motorized vehicle up and down on private or public property, such that it creates a Noise Disturbance;
4) *Vessels.* It is a violation of this Ordinance to operate or permit the operation of a vessel in a manner that creates a Noise Disturbance, including but not limited to:
    a. Operating a vessel with an excessively loud exhaust system;
    b. Playing music or using amplified sound equipment on a vessel at a volume that is plainly audible at a distance of 50 feet from the vessel;
    c. Yelling, shouting, screaming, or other noise from a vessel in a manner that creates a Noise Disturbance.

SECTION 9: LIBERAL, NON-CONFLICTING CONSTRUCTION.

The provisions of this Ordinance shall be liberally construed such that its purpose is effectively rendered in the interest of the health, safety, and welfare of the citizens and residents of Polk County.

SECTION 10: SEPARATE VIOLATIONS

Each separate occurrence shall be a separate violation.

SECTION 11: RESOLUTIONS

The Board of County Commissioners may adopt such resolutions as are necessary to effectively administer this Ordinance.

SECTION 12: REPEAL AND SEVERABILITY

Polk County Ordinance No. 2014-030, as amended, is hereby repealed. If any provision of this Ordinance or if this Ordinance as applied is determined to be invalid or unconstitutional by a court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 13: EFFECTIVE DATE

A certified copy of this Ordinance shall be filed with the Florida Department of State. This Ordinance shall take effect upon the receipt of acknowledgment that the Ordinance has been filed with that office.

Agenda Item R.1. 9/2/2025

SUBJECT

Proposed Fiscal Year 2025/2026 budgets for North Boulevard, North Powerline Road, Peace Creek Village, Saddle Creek Preserve, Water Tank Road, and Weiberg Road Community Development Districts.

DESCRIPTION

These proposed fiscal year budgets must be filed with the local governing authority. Copies are on file in the Clerk's Department of Comptroller to the Board.

RECOMMENDATION

Accept Proposed Budgets.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Erin Valle

erinvalle@polk-county.net

Agenda Item R.2. 9/2/2025

SUBJECT

Removal of equipment from inventory as listed on Blanket Removal Form 2224

DESCRIPTION

Removal of equipment from inventory is set forth on Blanket Removal Form 2224 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 2224.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
alisonbrown@polk-county.net <mailto:alisonholland@polk-county.net>

BLANKET PROPERTY REMOVAL FORM # 2224

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: _____
Fixed Asset Accounting Office of Clerk Auditor

Approved By _____
Chairman of the Board of County Commissioners

BoCC Approval Date: **9/2/2025**

Property # **58887** ***Asset #*** **101817**
Item: TABLET, IT — MICROSOFT — SURFACE PRO 7
Serial # 003471602753 ***Date Rec'd.*** 9/1/2020 ***Cost*** $1,117.99
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59492** ***Asset #*** **102328**
Item: SURVEY DATA COLLECTOR — TRIMBLE — R1 GNSS RECIEVER
Serial # 6110499296 ***Date Rec'd.*** 4/13/2021 ***Cost*** $0.00
Reason for Request: TRADE IN

Property # **59493** ***Asset #*** **102331**
Item: SURVEY DATA COLLECTOR — TRIMBLE — R1 GNSS RECEIVER
Serial # 6110499406 ***Date Rec'd.*** 6/29/2021 ***Cost*** $0.00
Reason for Request: TRADE IN

Property # **57854** ***Asset #*** **102643**
Item: WORKSTATION, COMPUTER — HP — Z4 G4 TOWER
Serial # MXL1223KFH ***Date Rec'd.*** 4/18/2021 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59551** ***Asset #*** **103753**
Item: COMPUTER, LAPTOP — MICROSOFT — SURFACE PRO
Serial # 061288314257 ***Date Rec'd.*** 12/7/2021 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59552** ***Asset #*** **103754**
Item: COMPUTER, LAPTOP — MICROSOFT — SURFACE PRO
Serial # 012620314457 ***Date Rec'd.*** 12/7/2021 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59562** ***Asset #*** **103879**
Item: COMPUTER, LAPTOP — DELL — LATITUDE 5521
Serial # 6Q3TSG3 ***Date Rec'd.*** 2/11/2022 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59567** ***Asset #*** **103884**
Item: COMPUTER, LAPTOP — DELL — LATITUDE 5521
Serial # CQ3TSG3 ***Date Rec'd.*** 2/11/2022 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59570** ***Asset #*** **103887**
Item: COMPUTER, LAPTOP — DELL — LATITUDE 5521
Serial # DQ3TSG3 ***Date Rec'd.*** 2/11/2022 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59811** ***Asset #*** **104720**
Item: COMPUTER, LAPTOP — MICROSOFT — SURFACE PRO
Serial # 004223323157 ***Date Rec'd.*** 8/18/2022 ***Cost*** $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **59816** *Asset #* **104725**
Item: COMPUTER, LAPTOP MICROSOFT SURFACE PRO
Serial # 021142423157 *Date Rec'd.* 8/18/2022 *Cost* $0.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0000001918** *Asset #* **50791**
Item: FLOW METER
Serial # 1834/1838 *Date Rec'd.* 8/11/2003 *Cost* $2,845.53
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **21013499** *Asset #* **51819**
Item: VAN, PASSENGER FORD
Serial # 1FBSS31L31HA83234 *Date Rec'd.* 12/17/2000 *Cost* $20,860.15
Reason for Request: TO BE SOLD AT AUCTION

Property # **60005517** *Asset #* **52508**
Item: GRADER CATERPILLAR 120H
Serial # 4MK00743 *Date Rec'd.* 4/3/2000 *Cost* $139,191.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **N0000541119** *Asset #* **55243**
Item: CREDENZA MUELLER
Serial # *Date Rec'd.* 11/3/1987 *Cost* $1,585.56
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **N0000850108** *Asset #* **56389**
Item: TELEPHONE SYSTEM NEC NEC
Serial # *Date Rec'd.* 12/10/2000 *Cost* $4,187.02
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992433** *Asset #* **61893**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1741 *Date Rec'd.* 8/15/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992496** *Asset #* **61956**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1554 *Date Rec'd.* 8/22/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992567** *Asset #* **62027**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1605 *Date Rec'd.* 9/1/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992573** *Asset #* **62033**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1786 *Date Rec'd.* 9/1/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992625** *Asset #* **62085**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1654 *Date Rec'd.* 9/6/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **N0002992697** *Asset #* **62157**
Item: RADIO, 800 MHZ - MOBILE MOTOROLA XTL5000
Serial # 500CGP1834 *Date Rec'd.* 9/21/2006 *Cost* $3,500.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **50592** *Asset #* **66985**
Item: ICE MACHINE — HOSHIZAKI — DML-451MAH
Serial # S12744G — *Date Rec'd.* 9/13/2007 — *Cost* $2,605.19
Reason for Request: DISPOSED OF PRIOR TO BOCC APPROVAL

Property # **N0002992872** *Asset #* **68557**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 5000 MOBILE RADIO
Serial # 500CHR0864 — *Date Rec'd.* 10/1/2007 — *Cost* $3,485.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **50981** *Asset #* **68736**
Item: SOUND SYSTEM — PEAVEY — CS3000
Serial # — *Date Rec'd.* 2/10/2008 — *Cost* $7,577.57
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51365** *Asset #* **69883**
Item: DESK, SINGLE PEDESTAL — GLT
Serial # — *Date Rec'd.* 12/8/2008 — *Cost* $1,431.95
Reason for Request: DISPOSED OF PRIOR TO BOCC APPROVAL

Property # **21093425** *Asset #* **70033**
Item: VAN, CARGO — FORD — ECONOLINE E258
Serial # 1FTNS24W49DA51937 — *Date Rec'd.* 3/25/2009 — *Cost* $17,050.21
Reason for Request: TO BE SOLD AT AUCTION

Property # **N0002994726** *Asset #* **72873**
Item: RADIO, 800 MHZ - MOBILE — MOTOROLA — XTL 2500
Serial # 514CLF1908 — *Date Rec'd.* 3/21/2010 — *Cost* $3,441.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **51688** *Asset #* **74783**
Item: SHREDDER — SWINGLINE — LM12-30
Serial # — *Date Rec'd.* 5/8/2011 — *Cost* $1,618.00
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **60119002** *Asset #* **75183**
Item: TRACTOR — JOHN DEERE — 4120
Serial # 1LV4120PJBP810336 — *Date Rec'd.* 10/4/2011 — *Cost* $20,358.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **21128001** *Asset #* **75195**
Item: SUV 4X4 — FORD — EXPEDITION
Serial # 1FMJK1G54CEF10375 — *Date Rec'd.* 10/25/2011 — *Cost* $30,567.43
Reason for Request: TO BE SOLD AT AUCTION

Property # **60129005** *Asset #* **75659**
Item: TRACTOR — JOHN DEERE — JD6430
Serial # 1L06430BHCB723400 — *Date Rec'd.* 7/24/2012 — *Cost* $74,788.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **80120008** *Asset #* **75667**
Item: MOWER - FLAIL — ALAMO — VM60
Serial # 05556 — *Date Rec'd.* 7/24/2012 — *Cost* $14,568.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **60129010** *Asset #* **79060**
Item: TRACTOR — CHALLENGER — MT465B
Serial # C153050 — *Date Rec'd.* 3/13/2013 — *Cost* $70,687.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **80130008** *Asset #* **81184**
Item: MOWER, REAR MOUNT — HARDEE — 1198W
Serial # 009344 — *Date Rec'd.* 6/13/2013 — *Cost* $5,086.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **80140015** *Asset #* **89074**
Item: MOWER, REAR MOUNT — LAND PRIDE — RCF3610
Serial # 862003 — *Date Rec'd.* 8/13/2014 — *Cost* $7,232.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **21152405** *Asset #* **91950**
Item: VAN, CARGO — FORD — TRANSIT CONNECT XL
Serial # NM0GE9E73F1223160 — *Date Rec'd.* 8/17/2015 — *Cost* $23,897.14
Reason for Request: TO BE SOLD AT AUCTION

Property # **55297** *Asset #* **94689**
Item: TEST LAB,PORTABLE WATER QUALTY — HACH — DR 900 COLORIMETER
Serial # 160820001052 — *Date Rec'd.* 4/21/2016 — *Cost* $1,364.39
Reason for Request: DISPOSED OF PRIOR TO BOCC APPROVAL

Property # **55992** *Asset #* **95394**
Item: COMPUTER, DESKTOP — DELL — OPTIPLEX 7050 SFF
Serial # DCHYCH2 — *Date Rec'd.* 3/12/2017 — *Cost* $1,339.89
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **31172663** *Asset #* **95959**
Item: TRUCK, UTILITY 4X4 — FORD — F550
Serial # 1FDUF5HYXHEC57104 — *Date Rec'd.* 7/12/2017 — *Cost* $70,849.03
Reason for Request: TO BE SOLD AT AUCTION

Property # **80180034** *Asset #* **97427**
Item: MOWER, REAR MOUNT — LANDPRIDE — RCF3610
Serial # 1278126 — *Date Rec'd.* 8/29/2018 — *Cost* $10,357.00
Reason for Request: TO BE SOLD AT AUCTION

Property # **57583** *Asset #* **98264**
Item: ICE MACHINE — HOSHIZAKI — KM-230BAJ
Serial # H00463H — *Date Rec'd.* 12/26/2018 — *Cost* $2,026.11
Reason for Request: LANDFILL / SCRAP DUMPSTER

Property # **60196933** *Asset #* **98692**
Item: MOWER — TORO — Z5000
Serial # 404826874 — *Date Rec'd.* 6/16/2019 — *Cost* $11,339.22
Reason for Request: TO BE SOLD AT AUCTION

Property # **58661** *Asset #* **99490**
Item: COMPUTER, LAPTOP — MICROSOFT — SURFACE PRO LTE
Serial # 047859292153 — *Date Rec'd.* 2/5/2020 — *Cost* $1,532.08
Reason for Request: ITEM BEING SENT TO ELECTRONIC RECYCLING FOR RECYCLE/DISPOSAL

Property # **58868** *Asset #* **99928**
Item: GPS SYSTEM — TRIMBLE — R1 GNSS RECIEVER
Serial # 6026496596 — *Date Rec'd.* 7/16/2020 — *Cost* $1,665.00
Reason for Request: TRADE IN

(45 detail records) **$575,652.46**

Agenda Item R.3. 9/2/2025

SUBJECT

Appoint property custodian for the Communications Division.

DESCRIPTION

Appoint Anthony Cruz as property custodian for the Communications Division.

RECOMMENDATION

Approve appointments.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Alison Brown
alisonbrown@polk-county.net <mailto:alisonbrown@polk-county.net>

APPOINTMENT OF PROPERTY CUSTODIAN

The Polk County Board of County Commissioners does hereby appoint ____Anthony Cruz_____(custodian), employee # __25-093_____, employee email address_____AnthonyCruz@polk-county.net_____, who is employed by me in the capacity of ___Communications Office Manager (Temp)_____ (title) as Deputy Custodian of all County owned tangible personal property assigned to or purchased for the office of __Communications Division_____(dept/div/section).

This appointment authorizes the Deputy Custodian to receive property in my name, execute such receipts as may be required by the Board of County Commissioners of Polk County and account for such County owned property as may be required by the Board of County Commissioners.

This appointment is for the express purpose of administrative conveniences in the accountability of property and does not purport to relieve the undersigned of the responsibilities and accountability for such county owned property as may be purchased for or assigned to the office I now hold.

This appointment hereby cancels the authorization of the previously appointed custodian to receive property in my name and execute receipts as may be required by the Board of County Commissioners.

_____
Custodian's signature

_____
Division Director/Elected Official signature

Approved this _____ day of _____, 20_____.

_____
Chairman, Board of County Commissioners

Polk County

Board of County Commissioners

Agenda Item R.4. 9/2/2025

SUBJECT

Approve federal lobbying contract with Holland & Knight LLP for 2026. ($114,000 one-time expense)

DESCRIPTION

Polk County has maintained a longstanding agreement with Holland & Knight LLP to represent the County's federal interests in Washington, D.C. This engagement provides critical support in securing discretionary federal funding for infrastructure, public safety, water, and other capital priorities.

Holland & Knight has successfully advocated for Polk County for 25 consecutive years, helping secure more than $80 million in direct project funding and over $300 million in COVID-related aid. Most recently, the firm supported federal awards in FY24 totaling nearly $20 million for six major County priorities. The firm continues to assist with multiple pending FY26 appropriations requests, including funding for the Kathleen Road widening, reclaimed water, and pedestrian safety projects. Under the proposed 2026 agreement, Holland & Knight will:

- Identify and prioritize eligible County projects for federal grant and appropriations strategies.
- Prepare funding strategies and supporting materials.
- Coordinate outreach with Polk County's Congressional Delegation.
- Draft legislation, monitor federal budget and grant activity, and support implementation.

Holland & Knight will provide these services for a fixed fee of $114,000, billed monthly at $9,500. This fee structure remains unchanged from the current year and includes all routine expenses.

RECOMMENDATION

Request Board approval of the 2026 contract with Holland & Knight LLP in an amount not to exceed $114,000 to serve as Polk County's federal advocate and funding strategist.

FISCAL IMPACT

Funds are budgeted in the General Fund.

CONTACT INFORMATION

Bill Beasley
Billbeasley@polk-county.net

Holland & Knight

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Richard M. Gold
202 457 7143
rich.gold@hklaw.com

August 1, 2025

Mr. Bill Beasley, County Manager
Polk County
330 West Church Street
Bartow, Florida 33831-9005

Re: Contract Renewal for 2026 Federal Advocacy Services

Dear Mr. Beasley:

It has been an honor to represent Polk County in Washington, D.C. in 2025. We have prepared the attached renewal proposal for your review. Please contact me at your convenience so we can discuss 2026 federal priorities and strategies.

The federal appropriations process and federal competitive grant process will continue to serve as important tools for funding critical Polk County projects and programs. Well thought out projects with strong regional support will continue to compete well in the current environment. Recent successes include almost $20,000,000 in FY24 for six Polk County priorities. Additionally, Polk County currently has three funded projects pending in the FY26 House Appropriations bills.

As in the past, for purposes of this Federal Advocacy matter the services for which Polk County has engaged H&K are "law-related services" and not "legal services." In other words, the firm will not be providing legal services in this matter but rather federal lobbying services.

Working together over the years we have secured over $80,000,000 in federal project funding and over $300,000,000 in COVID relief for Polk County. Thank you for your consideration.

Sincerely,

HOLLAND & KNIGHT LLP

Richard M. Gold

History of Directed Federal Funding for Polk County

FY02 Federal Appropriations
- Winter Haven Area Transit bus and bus facilities**…..**$750,000

FY03 Federal Appropriations
- Avon Park Bombing Range Bridge replacement project…..$2,000,000
- Winter Haven Transit Terminal…..$500,000
- Methamphetamine Prevention……..$325,000

FY04 Federal Appropriations
- Polk County Health Clinics renovation project…..$500,000
- Winter Haven Transit Terminal….$350,000
- Upper Peace River Watershed Restoration Initiative….$800,000

FY05 Federal Appropriations
- Berkley Road Improvements…..$2,000,000
- Peace River & Myakka River Water Initiative….$500,000
- Winter Haven Transit Terminal, Florida…..$500,000
- Methamphetamine Prevention…….$250,000

FY06 Federal Appropriations
- Winter Haven Transit Terminal/Buses……..$1,000,000
- City of Winter Haven, Florida for improvements to the downtown business district……..$250,000
- Methamphetamine Prevention……..$300,000

H.R. 3, "SAFETEA-LU"
- Construction design ROW US 27 from SR 540 to SR 544 & from I-4 to US 192 in Polk County, FL……$8,000,000

FY07 Federal Appropriations (not enacted)
- Winter Haven Transit Authority….$150,000
- Southwest Florida Water Management District Polk County-Lake Peace River & Myakka River Watershed & Drinking Water Improvements……..$1,000,000
- Polk County, FL, Sheriff's Office Methamphetamine Project (listed)

FY08 Federal Appropriations
- U.S. 98 Widening……$750,000
- Recreational Centers construction…….$200,000
- Winterhaven Transit Terminal……$300,000
- Peace River and Myakka River Watershed Restoration…….$500,000
- Methamphetamine Prevention……..$235,000

FY09 Federal Appropriations

- Polk County Transit Rolling Stock and ITS …….$285,000
- Renovation of the Polk County Agricultural Center …….$285,000
- Polk County Methamphetamine Prevention ……$250,000
- SWFWMD Upper Peace River Restoration ……$500,000

FY10 Federal Appropriations

- $250,000 for the Polk County Methamphetamine Prevention Project
- $250,000 for the Polk County Gang Prevention Initiative
- $500,000 for improvements to US 98 in Polk County
- $200,000 for Winter Haven/Polk County Buses
- $200,000 for renovation of the Polk County Agricultural Center

FY11-FY21 (Congress did not provide Community Project Funding during this time period).

FY22 Federal Appropriations

- $850,000 for the Polk County Behavioral Health Mobile Crisis Team

FY23 Federal Appropriations

- $4,000,000 for the FDC Grove Road/North Ridge Trail Flyover
- $1,000,000 Polk County, FL for behavioral health and mobile crisis services

FY24 Federal Appropriations

- $7,500,000 Powerline Road South Extension
- $6,000,000 FDC Grove Road / Northridge Trail Fly-over
- $850,000 Polk County/Polk County Schools Sidewalk Improvements
- $2,000,000 Kathleen Road Widening Extension
- $1,921,749 Polk County Water Quality Treatment Project
- $1,559,000 Polk County Public Safety Radio System Resiliency Project

FY25 Federal Appropriations (not enacted)

- $3,000,000 Kathleen Road Widening Extension
- $2,500,000 reclaimed water project
- $500,000 fire rescue radio repeater project
- $1,875,000 Polk County EOC Expansion Project
- $850,000 Poinciana Pedestrian Safety Project

FY26 Federal Appropriations (currently pending)

- $3,000,000 Kathleen Road Widening Extension
- $2,500,000 reclaimed water project
- $850,000 Poinciana Pedestrian Safety Project

2009 COPS Hiring Recovery Grant

- $5,780,128 to hire 32 new deputy sheriffs

FY11 FTA Veterans Transportation and Community Living Initiative

- $1,542,267 for consolidation of three call centers into single one-call center with centralized website and phone number for coordinated delivery of transportation.

2012 COPS Hiring Grant

- $1,875,000 to hire 15 new Sheriff Deputies

FY15 FEMA Staffing for Adequate Fire and Emergency Response Grants

- $1,444,482 to hire 9 new firefighters to staff new station

Assistance to Firefighters Grants - Award Year 2015 (awarded June 3, 2016)

- Polk County Fire Rescue - Personal Protective Equipment - $1,579,900

FY16 Edward Byrne Memorial Justice Assistance Grant Program

- $95,450 to purchase a moving target system for firearms training

FY16 FEMA Staffing for Adequate Fire and Emergency Response Grants

- $4,001,826 to hire 30 new firefighters

FY17 FEMA Staffing for Adequate Fire and Emergency Response Grants

- $547,842 to purchase CPR machines in every front line vehicle

EPA Water Infrastructure Finance and Innovation Act (WIFIA) Loan

- $305,000,000 loan to the Polk Regional Water Cooperative

2022 Water Resources Development Act (WRDA)

- ‘‘(319) POLK COUNTY, FLORIDA.—$10,000,000 for wastewater infrastructure, including stormwater management, in Polk County, Florida."

2022 U.S. DOT Safe Streets For All Grant

- $720,000 to complete a Vision Zero Action Plan

Coronavirus Aid, Relief, and Economic Security (CARES) Act

- $126,000,000 to Polk County – (Polk County one of only 120 counties in the country to receive direct funding)

American Rescue Plan Act (ARPA)

- $140,800,000 to Polk County

PROPOSAL FOR SERVICES

A. Experience

As you know, we have extensive, substantive experience with the federal grant programs and the administration thereof, both in Washington and at the regional level. Further, we have successfully pursued federal funding for local governments in the last twenty four budget cycles, as well as related legislative changes, explanatory and strategic report language, and other instructive legislative history.

B. Strategy

We continue to offer legal and practical experience of a broad range and believe we are well suited to be of significant, continued benefit to Polk County in developing comprehensive project and financing strategies to make the best use of limited resources and maximize the opportunity to obtain discretionary federal dollars. Our approach to developing and implementing an effective federal strategy for Polk County would involve the following:

1. **Goal and project background meeting(s):** Meeting with County representatives as necessary to (1) gain a thorough understanding of the County's priorities and objectives, (2) forecast compliance, growth, and other related matters, and (3) review project documents and history which may be critical to achieving ultimate success.

2. **Prepare funding strategy for County:** As soon as possible, we would prepare a funding strategy for discussion with you and with other County officials.

3. **Monitor budget and grant activities:** Monitoring and reporting on progress toward achieving funding and authorization for stated priority projects. This would require contact with designated key Congressional representatives and staff, which we will closely coordinate with you or your designee, and which may well involve interested County representatives.

4. **Draft legislation and related support:** Drafting legislation, committee report language, and floor colloquies as necessary in support of authorizing project objectives and related funding activities.

5. **Work with Federal agencies to tailor and implement funding:** We will act consistent with our plan to work with appropriate federal agencies to produce a project description that is both fundable and that can be implemented in the most cost-effective way.

C. Firm Commitment And Responsibility

In connection with the above and additional efforts on behalf of the County, all the resources of our firm, in Washington and other offices as appropriate, would be utilized to ensure that every possible opportunity is identified and pursued to the fullest extent in pursuit of the County's objectives. The undersigned, however, would be the point of contact throughout this project, unless otherwise agreed.

D. Fixed Fee and Billing

Our fixed fee for providing the described services in calendar year 2026 would be **$114,000** for the year with a monthly payment of **$9,500**. This fee was arrived at in consideration of the anticipated attorney and staff time needed to perform the work, the experience of the professionals involved, and the nature, complexity and gravity of the work. This level of billing represents a discount from standard billing rates, which we provide from time to time as a public service. Further, this task amount is inclusive of routine costs and expenses such as long distance telephone, photocopying, telecopying, and the like.

E. General Provisions

Holland & Knight acknowledges and agrees to the Polk County General Terms and Conditions attached hereto as exhibit "A."

Holland & Knight will have no obligation to provide continued services following the end of the stated period unless expressly agreed. Either party shall have the right to terminate this Agreement at any time in which event our fees shall be pro-rated through the date of termination.

If the foregoing terms are acceptable, please execute the enclosed copy of this proposal where indicated below and return for our files.

The terms of the foregoing proposal are accepted and agreed to by the undersigned authorized signatories.

POLK COUNTY

By: _____

Date: _____

HOLLAND & KNIGHT LLP



Richard M. Gold

HOLLAND & KNIGHT LLP

TERMS OF ENGAGEMENT

We appreciate your decision to engage Holland & Knight LLP ("H&K"), a national law firm, for the consulting services described in the accompanying letter. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our engagement as described in the letter must be approved in writing.

We will provide consulting services only. You have acknowledged in the accompanying letter that you do not expect to receive, and we will not provide any legal services as part of this engagement. Consequently, no attorney-client relationship will result from this engagement and you will not become entitled to any of the benefits of an attorney-client relationship, such as an attorney's ethical duty of confidentiality or the attorney-client privilege against compelled disclosure.

You will provide us with the factual information and materials we require to perform the services identified in the letter, and you (solely or together with other advisers) will make such business, legal or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, legal or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

Fees and Billing. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occurs, you agree that our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the issues involved; the skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we previously have developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable companies for similar consulting services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. We generally require a retainer in an amount that is appropriate with respect to the proposed

engagement. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the engagement, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the consultant or consultants who perform the services. To facilitate this determination, we internally assign to each consultant an hourly rate based on these factors.

Of course, our internal hourly rates change periodically to account for increases in our cost of delivering consulting services, other economic factors, and the augmentation of a particular consultant's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments; however, the minimum time that is normally billed for the total of an individual consultant's activities on a matter in a single day is three-tenths of an hour.

Out-of-Pocket Expenses. In addition to consulting fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the company may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include such items as travel and expedited delivery charges. Our internal charges typically include such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research, and charges for photocopying materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

Billing. We bill periodically through-out the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. Our statements contain a concise summary of each matter for which consulting services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within 30 days from the date of the statement, we impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement. We are entitled to attorneys' fees and expenses if collection activities are necessary.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Confidentiality. Although not mandated by attorney professional conduct regulations (given that our relationship is not of attorney and client), this is to confirm to you that H&K and its principals and employees agree to maintain in strict confidence all information and materials furnished to us in confidence by you and your representatives and to make disclosure thereof only in accordance with your directions or consent or pursuant to law, judicial order or decree.

Termination. Upon completion of the matter to which this engagement applies, or upon earlier termination of our relationship, our consulting relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The engagement is terminable at will by either of us. The termination of the engagement will not terminate your obligation to pay fees and expenses incurred prior to the termination.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Exhibit "A"
Polk County General Terms and Conditions

For purpose of these general terms, the person or entity entering into the contract with Polk County, Florida, a political subdivision of the State of Florida shall be referenced as "Contractor" and by entering into an agreement with Polk County, the Contractor agrees to these general terms.

I. **Sovereign Immunity**. Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of POLK COUNTY'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.

II. Certification of Non-Scrutinized Company

A. Contractor 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.

(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.

III. PUBLIC MEETINGS AND RECORDS.

A. CONTRACTOR acknowledges the COUNTY's obligation 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 Contract. CONTRACTOR further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, 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 any manner limiting the generality of the foregoing, to the extent applicable, CONTRACTOR acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i).keep and maintain public records required by the COUNTY to perform the services required under this Contract;

(ii).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;

(iii).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 Contract and following completion of this Contract if CONTRACTOR does not transfer the records to the COUNTY; and

(iv).upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of this Contract, CONTRACTOR shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Contract, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

IV. 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.

V. Annual Appropriations

Contractor 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 Commission may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Commission 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 Commission's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made by the County for that purpose.

VI. Non-Discrimination

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.

VII. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor 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 bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the ward or making of this Agreement.

VIII. Public Entity Crimes

The Contractor understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the condition under Section 287.133, Florida Statutes applies to the Contractor, relating to conviction for a public entity crime.

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 Rich Gold (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.

Holland & Knight LLP
NONGOVERNMENTAL ENTITY



SIGNATURE

Rich Gold
PRINT NAME

Partner & Practice Group Leader
TITLE

8/4/2025
DATE

Agenda Item R.5. 9/2/2025

SUBJECT

Approve an Interlocal Agreement with the City of Bartow for Equipment Donation at Bartow Sports Complex (No fiscal impact)

DESCRIPTION

Polk County Tourism and Sports Marketing (PCTSM) recruits state, regional, national, international, & local organizations, partnering and managing special events to enhance the economic climate of Polk County. The attached Interlocal Agreement is PCTSM donating equipment to the City of Bartow to use at their facilities. This equipment will help PCTSM continue to recruit high-level events to Polk County and continue to generate more than $20 million of economic impact from events held at facilities in the City of Bartow. The items being donated will include eight Home Plate Mat Green 6x12, eight Mini L Screens & Ricochet Cushion Kits and eight Scorer Stands for a total of $72,271.76 being donated.

RECOMMENDATION

Request for the Board to approve the Interlocal Agreement with the City of Bartow.

FISCAL IMPACT

There is no fiscal impact.

CONTACT INFORMATION

Neal Duncan
Senior Sales and Events Manager
Tourism & Sports Marketing
863-551-4714
neal@vcfsports.com

INTERLOCAL AGREEMENT AND RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION FOR RECEIPT OF DONATED EQUIPMENT

THIS AGREEMENT is hereby entered into by and between Polk County, a political subdivision of the State of Florida (the "COUNTY") and the City of Bartow, a municipal corporation of the State of Florida (the "RECIPIENT"), effective as of the date last executed.

WHEREAS, the COUNTY desires to donate AS-IS, WITHOUT WARRANTY, AND WITH ALL FAULTS that certain equipment identified and described in Exhibit "A" attached hereto and incorporated herein by reference (the "Donated Equipment") to the RECIPIENT; and

WHEREAS, the Donated Equipment was purchased by the COUNTY for the purpose of promoting tourism and attracting tourists to Polk County, in accordance with Section 125.0104, Florida Statutes, and specifically to promote and attract softball sports tourism to the county; and

WHEREAS, notwithstanding the AS-IS, WITHOUT WARRANTY, AND WITH ALL FAULTS terms of the subject donation, the County is not aware of any condition, defect, and/or pending claim against the County associated with or existing as to the Donated Equipment; and

WHEREAS, the Recipient hosts softball competitions and events as its facilities and has need for the Donated Equipment to promote and attract softball sports tourism in Polk County; and

WHEREAS, the RECIPIENT acknowledges that proper use of the Donated Equipment may require maintenance and training; and

WHEREAS, by its acceptance of the Equipment, the RECIPIENT acknowledges that the RECIPIENT remains responsible for obtaining any necessary maintenance and training in order to use the Donated Equipment; and

WHEREAS, the RECIPIENT acknowledges that after actual donation and receipt of the Donated Equipment, the RECIPIENT shall hold all responsibility for proper operation of the Donated Equipment; and

WHEREAS, the RECIPIENT acknowledges and agrees that it shall use the Donated Equipment for the purposes of promoting and attracting softball sports tourism to Polk County;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the COUNTY and the RECIPIENT agree to the following:

1. **Recitals**. The Recitals stated above are true and correct and fully incorporated into the body of this Agreement by reference.

2. **Receipt of Equipment**. The RECIPIENT acknowledges receipt of the Donated Equipment by the COUNTY as set forth and described on Exhibit "A."

3. **No Warranties.** The COUNTY, including without limitation, its Tourism & Sports Marketing Division, officers, directors, board members, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Equipment.

4. The COUNTY is not aware of any condition, defect, and/or pending claim against the COUNTY associated with or existing as to the Donated Equipment as of the date of the full execution of this Agreement after approval by the Governing Bodies of the COUNTY and RECIPIENT.

5. **Waiver of Liability**. The RECIPIENT does hereby waive, release, and fully discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of any use or misuse of the Donated Equipment. The entire risk as to the performance of the Donated Equipment is assumed by the RECIPIENT. In no event shall the COUNTY or its officers, employees, or agents be responsible or liable for any direct, indirect, special, incidental, or consequential damages, lost profits, or any other economic or physical loss or damage to any individual, regardless of legal theory, resulting from use of the Donated Equipment. The above limitations on liability apply even though the RECIPIENT may not have been advised of the possibility of such damage.

6. **Indemnification**. Subject to the provisions of Section 768.28, Florida Statutes, the RECIPIENT shall indemnify, defend, and hold harmless the COUNTY from and against any and all claims, liability, and damages, arising from the use of the Donated Equipment. 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. For the avoidance of doubt, as both parties are local government entities, pursuant to Section 768.28(19), F.S., neither party indemnifies nor insures or assumes any liability to the other party for the other party's negligence.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.

IN WITNESS WHEREOF, the COUNTY and the RECIPIENT have caused this Agreement to be executed on the date set forth below.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
County Attorney's Office

POLK COUNTY, a political subdivision of the State of Florida

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

Date approved by County: _____

ATTEST:

Jacqueline Poole
Jacqueline Poole, City Clerk
City of Bartow

CITY OF BARTOW, a municipal corporation of the State of Florida

By: _____
Tanya Tucker, Mayor
City of Bartow

Approved as to form and legal sufficiency:

City Attorney

Date approved by City: June 16, 2025

EXHIBIT A

The following items, identified below along with their approximate values, will be donated to the RECIPIENT:

1. **(8) Home Plate Mat Green 6x12 ($4,863.92)**
2. **(8) Mini L Screens & Ricochet Cushion Kit ($7,807.84)**
3. **(8) Golf Course Starter Stands ($59,600.00)**
   (See attached invoice for further description)

24103737
V035426

BSN SPORTS
THE HEART OF THE GAME

Invoice Number
927092792
Due Date: 10/30/2024

Contact Us:
1-800-227-7404
www.bsnsports.com

Make check payable to:
BSN SPORTS LLC
P.O. Box 841393
Dallas, TX 75284-1393

PO Number: 24105732
Order Number: 309365309
Terms: NT30
Invoice Date: 09/30/2024

Customer #: 2703827
Bill To: Polk County Sports Marketing
Attn: Lisa Rizer
2701 Lake Myrtle Park Road
AUBURNDALE FL 33823

Ship To: Kyle Lasek
Attn: Baseball Equipment
850 COUNTY ROAD 555 S
BARTOW FL 33830-4317

Item Number	Item Description	Material	Color/Team/Size	Qty/ UOM	Unit Price	Extended Price
1235890	DiamondTurf Home Plate Mat Clay 6x12	1235890		8 EA	607.99	4,863.92
1378702	RICHOCHET CUSHION KIT FOR MINI L	1378702		8 EA	175.99	1,407.92
BSFPRO5	PRO L-SCREEN 5' X 7'	BSFPRO5		8 EA	799.99	6,399.92

Thank you for your order. This invoice completes your purchase order.
All BSN purchases have an extended 60-day return policy. You can return items up to 60 days after the date of shipment
For realtime order status and tracking information go to www.bsnsports.com

PRIOR YEAR

Goods/Services Rec. 9-30 24
PO # 24103737
Rec # 912778
Lisa Rizer

Revision 2

IMPORTANT NOTE ABOUT OUR INVOICES

To better service your account, please include invoice numbers on your remittance

Customer #:2703827
Invoice # 927092792
Due Date: 10/30/2024

Merchandise Sub Total	Other	Freight	Sales Tax	Invoice Total	Payment/Credit Applied	Total Invoice Amount Due
$12,671.76	$0.00	$231.13	$0.00	$12,902.89	$0.00	$12,902.89

BSN SPORTS Terms and Conditions apply to all of your orders with us and our affiliates. At any time, these terms and conditions can be found at www.bsnsports.com/terms
Past due balances are subject to a finance charge of 1.5% per month or the highest rate permitted by applicable law, whichever is lower.
BSN SPORTS accepts payments by check, credit card, ACH or wire.
If you need a copy of an invoice, please call 1-800-227-7404.

Invoice INV-114857

March 27, 2025
Page 1 / 1

Aluminum Athletic Equipment Co.
1000 Enterprise Drive
Royersford, PA 19468

BILL TO:

55953
Polk County, FL
Polk County BoCC
PO Box 9000
Drawer CC-3
Bartow, FL 33831-POLK
USA

SHIP TO:

55621
Visit Central Florida
Joey Williams, 863.581.4687
Bartow Sports Complex
1105 S. County Rd 555
Bartow, FL 33831
USA

Customer PO No.	Salesperson	Due Date	Payment Terms
24104430	Ben Miller	April 26, 2025	Net 30

Order No.	Shipment Method
O24-1132	Motor Freight

No.	Description	Shipment Date	Quantity	Unit	Unit Price	Line Amount
GCSS-7.5	GOLF COURSE STARTER'S STAND, 7'-6" LENGTH	03/28/25	8	Each	7,500.00	54,000.00
	Please note: MILL FINISH!					
	FREIGHT - CUSTOMER	03/28/25	1		5,600.00	5,600.00

Subtotal	59,600.00
Total Tax	0.00
Total $	**59,600.00**

Amount Subject to Sales Tax	**0.00**
Amount Exempt from Sales Tax	**59,600.00**

Home Page
www.aaesports.com

Phone No.
610.825.6565

Email
info@aaesports.com

REMIT ADDRESS:
Aluminum Athletic Equipment Co.
1000 Enterprise Dr.
Royersford, PA 19468-1298

Polk County

Board of County Commissioners

Agenda Item R.6. 9/2/2025

SUBJECT

SET HEARING: (LDCPAS-2025-7 Goldenrod Lane CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Development of Regional Impact (DRI) to Residential Low (RL-X) on 17.1 +/- acres located within the Utility Enclave Area (UEA). The suggested adoption hearing date is September 16, 2025, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located south of Hemlock Avenue, west of Dogwood Road, north of Bayberry Streete, east of Marigold Avenue, and east of Haines City, in Section 10, Township 28, Range 28. State law requires one Planning Commission hearing, which was held on August 6, 2025, with a recommendation for approval by a 6:1 vote.

RECOMMENDATION

Request Board set the adoption hearing date for September 16, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Johnathan Sims, MPA, Planner II

Land Development Division

863-534-7515

JohnathanSims@polk-county.net

Polk County

Board of County Commissioners

Agenda Item R.7. 9/2/2025

SUBJECT

SET HEARING: (LDCPAS-2025-14 Solution Land CPA) to consider the adoption of a Small-Scale Comprehensive Plan Amendment to change the Future Land Use from Business Park Center (BPC) to Industrial (IND) on 26.21 +/- acres located within the Rural Development Area (RDA). The suggested adoption hearing date is September 16, 2025, at 9:15 a.m.

DESCRIPTION

This is an applicant-initiated request for property located south of Cozart Road, east of Highway 37 South, east and west of the CSX railroad, south of the city of Mulberry, in Section 13, Township 30, Range 23. Range 28. State law requires one Planning Commission hearing, which was held on August 6, 2025, with a recommendation for approval by a 7:0 vote.

RECOMMENDATION

Request Board set the adoption hearing date for September 16, 2025, at 9:15 a.m.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Mark J. Bennett, AICP, FRA-RA

Senior Planner

Land Development Division

863-534-6455

markbennett@polk-county.net <mailto:markbennett@polk-county.net>

Agenda Item R.8. 9/2/2025

SUBJECT

Accept Ascend Ridgewood Lakes potable water and reclaim water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

DESCRIPTION

Ascend Ridgewood Lakes is a 240-unit multifamily development. This project received construction plan approval from Polk County on July 1, 2022. Ascend Ridgewood Lakes is located in the Northeast Regional Utility Service Area in S-29, T-26, R-27, and is located on Ridgewood Lake Boulevard in Davenport, Florida. All requirements for acceptance of the Ascend Ridgewood Lakes 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 and reclaim water utility system improvements of Ascend Ridgewood Lakes 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@polk-county.net <mailto:chrissyirons@polk-county.net>

UTILITIES DIVISION_LAND DEVELOPMENT DIVISION
SYSTEM ACCEPTANCE FISCAL INFORMATION SHEET
(Auditing submittal with supporting documentation after Board acceptance of systems)

PROJECT INFORMATION

Project Name:	Ascend Ridgewood Lakes		
County Project DMS #	LDRES-2021-51	PCUMD Project #	2021-36-20-0
Developer Name:	DHIC - Ridgewood Lakes, LLC		
Developer Address:	2500 Maitland Center Parkway, Suite 311		
	Maitland, FL 32751		
Contact Person & Phone No.	Matthew Mitchell (407) 725-1046		

SYSTEM(S) ACCEPTED BY UTILITIES DIVISION

Wastewater:	Reclaimed Water:	X	Potable Water: X
Commencement Date of County Operation of System(s):			02/10/25
Date of Acceptance by Board of County Commissioners:			09/02/25

SYSTEM VALUE AND REIMBURSEMENT INFORMATION

System Value			
	On Site	Off Site	
Wastewater*	$0.00	$0.00	$0.00
Reclaimed Water*	$7,880.00	$0.00	$7,880.00
Potable Water*	$50,723.40	$0.00	$50,723.40
Land**	$0.00	$0.00	
Total system value			$58,603.40

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	$58,603.40
Total connection fee reimbursement	$0.00
Total cash reimbursement	
System contribution value****	$58,603.40

*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: 08/04/25

SVC 3/17/2016

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-E**

Engineer of Record's Letter of Certification

Project: Ascend Ridgewood Lakes
PCU Project No.: LDRES-2022-96

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	Florida P. E. Registration Number
	1-21-25	46586

Engineer's typed Name	Engineer's Firm Name
David L. Evans	Evans Engineering, Inc.

719 Irma Avenue, Orlando, FL 32803
Engineer's Physical Address

719 Irma Avenue, Orlando, FL 32803
Engineer's Mailing Address

407-872-1515
Telephone Number

Fax Number

DAVID L. EVANS LICENSE No. 46586 STATE OF FLORIDA PROFESSIONAL ENGINEER

A. **Applicability**

1. The provisions of this Section apply to all proposed platted developments in the County, including those with private roads.
2. This Section does not modify existing agreements between an applicant and the County for subdivisions platted and final development orders granted prior to the effective date of this Code, providing such agreements are current as to all conditions and terms thereof.

C. **Subdivider's Guarantee**

Prior to plat approval and at the time of final acceptance of improvements by the County, the subdivider shall provide the following subdivider's guarantee:

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

NOTARY PUBLIC STATE OF FLORIDA

SANDRA FAENZA
Commission # HH 317820
Expires September 29, 2026

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-F**

Contractor's Letter of Certification

Project: Ascend Ridgewood Lakes
PCU Project No.: _____

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.

Brock Evans	2/5/25	CUC1224409
Contractor's Signature	Date	Florida License Number
Brock Evans		Assured Excavating INC
Contractor's typed Name		Contractor's Firm Name
4739 Patch Road #40		4739 Patch Road #40
Orlando, FL 32822		Orlando, FL 32822
Contractor's Physical Address		Contractor's Mailing Address
321-804-4067		
Telephone Number		
Brock@assuredexcavatinginc.com		
Fax Number		

CHAPTER 2 **DEVELOPMENT COORDINATION** **Section 250-D**

Developer's Letter of Dedication & Statement of Warranty

Project: Ascend Ridgewood Lakes
PCU Project No.: LDRES-2021-51

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
[signature]	6/26/24	DHIC-Ridgewood Lakes, LLC

Developer's Typed Name	Telephone Number	Fax Number
Matthew Mitchell	407-725-1046	N/A

Developer's Mailing Address	Developer's Physical Address
2500 Maitland Center Parkway Suite 311 Maitland, FL 32751	SAME

Water System Schedule of Values

Date: 4/9/25

Contractor: Assured Excavating Inc

Project: Ascend Ridgewood Lakes

PCU Project No.:

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	TEMPORARY JUMPER	1	EA	1,788.00	1,788.00
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				

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	8" RPZBFP ASSEMBLY	1	EA	32,700.00	32,700.00
44	8" HDPE				
45	8" METER	1	EA	12,650.00	12,650.00
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	10" PVC PIPE	8	LF	57.80	462.40
56	10″ HDPE				
57	12" x 10" REDUCER	1	EA	2,575.00	2,575.00
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" PVC PIPE	8	LF	68.50	548.00
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: $		50,723.40

Reviewer: Date:

Comments

CHAPTER 6 RECLAIMED WATER Section 650-F

RECLAIMED WATER SCHEDULE OF VALUES

Date: 4/9/25

Contractor: Assured Excavating Inc

Project: Ascend Ridgewood Lakes

PCU Project No.:

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	2" PE PIPE	40	LF	$11.50	$460.00
7	2" SLEEVE	1	EA	$1,200.00	$1,200.00
8	2" RECLAIM SERVICE	1	EA	$4,820.00	$4,820.00
9	2" CORP STOP	1	EA	$1,400.00	$1,400.00
10	4” PVC, AWWA C-900, DR 18, Purple				
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					
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: $7,880.00

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: Andrew Johnson, Inspector

Project Name: Ascend Ridgewood Lakes

Project #: LDRES-2021-51

DATE: 2/10/2025

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.9. 9/2/2025

SUBJECT

Accept a one-year warranty and cash surety in the amount of $5,860.34 for Ascend Ridgewood Lakes. (No Fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and cash surety in the amount of $5,860.34, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Ascend Ridgewood Lakes 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 September 2, 2025, and ends on September 2, 2026.

RECOMMENDATION

Request Board accept a one-year warranty expiring on September 2, 2026, and a cash surety in the amount of $5,860.34 for Ascend Ridgewood Lakes.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

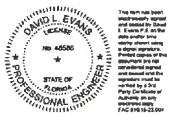
Land Development

863-534-6493

chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES

Digitally signed by David Evans
DN: CN=David Evans, ...
Date: 2024.10.22 14:54:45-04'00'



David L. Evans, P.E.
Fl. Reg. 46588

Engineer's Cost Breakdown
Ascend Ridgewood Lakes
October 3, 2024

WATER DISTRIBUTION SYSTEM					
	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	10" PVC PIPE	8	LF	$57.80	$462.40
2	12" PVC PIPE	8	LF	$68.50	$548.00
3	12" x 10" REDUCER	1	EA	$2,575.00	$2,575.00
4	TEMPORARY JUMPER	1	EA	$1,788.00	$1,788.00
5	8" RPZBFP ASSEMBLY	1	EA	$32,700.00	$32,700.00
6	8" METER	1	EA	$12,650.00	$12,650.00
				SUBTOTAL:	$50,723.40
REUSE DISTRIBUTION SYSTEM					
	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
7	2" PE PIPE	40	LF	$11.50	$460.00
8	2" SLEEVE	1	EA	$1,200.00	$1,200.00
9	2" RECLAIM SERVICE	1	EA	$4,820.00	$4,820.00
10	2" CORP STOP	1	EA	$1,400.00	$1,400.00
				SUBTOTAL:	$7,880.00
	Total Improvements				**$58,603.40**
	Maintenance Gaurantee (10% of Total Improvements)				**$5,860.34**

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Board of County Commissioners

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Bartow, Florida 33831-9005

POLK COUNTY

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Andrew Johnson, Inspector

Project Name: Ascend Ridgewood Lakes

Project #: LDRES-2021-51

DATE: 2/10/2025

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.10. 9/2/2025

SUBJECT

Accept Crews Lake Haven potable water utility system improvements for ownership, operation, and maintenance by Polk County Utilities. (No Fiscal Impact)

DESCRIPTION

Crews Lake Haven is a 14 lot single family residential development. This project received construction plan approval from Polk County on April 3, 2023. Crews Lake Haven is located in the Southwest Regional Utility Service Area in S-23, T-29, R-24, and is located on Crews Lake Road in Lakeland, Florida. All requirements for acceptance of the Crews Lake Haven potable 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 utility system improvements of Crews Lake Haven 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@polk-county.net <mailto:chrissyirons@polk-county.net>

UTILITIES DIVISION_LAND DEVELOPMENT DIVISION
SYSTEM ACCEPTANCE FISCAL INFORMATION SHEET
(Auditing submittal with supporting documentation after Board acceptance of systems)

PROJECT INFORMATION

Project Name:	Crew Lake Haven		
County Project DMS #	LDRES-2022-6	PCUMD Project #	2022-2-40-0
Developer Name:	Margaret E. Daley		
Developer Address:	MED Equities, Inc.		
	5105 Lakeland Highlands Road		
Contact Person & Phone No.	Margaret E. Daley (863) 644-9197		

SYSTEM(S) ACCEPTED BY UTILITIES DIVISION

Wastewater:	Reclaimed Water:	Potable Water:	X
Commencement Date of County Operation of System(s):			03/19/25
Date of Acceptance by Board of County Commissioners:			09/02/25

SYSTEM VALUE AND REIMBURSEMENT INFORMATION

System Value			
	On Site	Off Site	
Wastewater*	$0.00	$0.00	$0.00
Reclaimed Water*	$0.00	$0.00	$0.00
Potable Water*	$146,250.00	$0.00	$146,250.00
Land**	$0.00	$0.00	
Total system value			$146,250.00

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	$146,250.00
Total connection fee reimbursement	$0.00
Total cash reimbursement	
System contribution value****	$146,250.00

*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: 08/14/25

SVC 3/17/2016

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-E

Engineer of Record's Letter of Certification

Project: Crews Lake Haven

Project No.: LDRES-2022-6

I, as ENGINEER OF RECORD for the above subject project, hereby certify to POLK COUNTY that all applicable water, wastewater, reclaimed water, storm, and/or roadway systems constructed as part of, and in conjunction with the subject project are completed in conformance with the Construction Plans as approved by POLK COUNTY and all State of Florida construction permit conditions. These public infrastructure improvements are complete, functional, ready to be placed into operation to provide service to the public, and ready for POLK COUNTY acceptance, ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all public infrastructure system information.Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat.

Engineer's Signature Date: 03/31/2025

Engineer's Typed Name: Charles Brooker, PE

Florida P. E. Registration Number: 88615

Engineer's Firm Name: Traditions Engineering, LLC

Engineer's Email Address: cbrooker@traditions-eng.com

Engineer's Mailing Address:
900 Orchid Springs Dr, #100
Winter Haven, FL 33884

Engineer's Physical Address:
Same as above.

Telephone Number: 863-397-1626

Fax Number:

CHARLES R. BROOKER III
LICENSE
No 88615
Affix Seal
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

March 18 2025

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.

Margaret E. Daley – President
MED Equities, Inc.

CORPORATE SEAL

Mariana Reinberg
Notary Public – State of Florida

NOTARY PUBLIC STATE OF FLORIDA
MARIANA REINBERG
MY COMMISSION # HH 410186
EXPIRES: June 13, 2027

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-F

Contractor's Letter of Certification

Project: Crews Lake Haven

Project No.: LDRES-2022-6

I, as the CONTRACTOR for the above subject project, hereby certify to POLK COUNTY that the Water ☒, wastewater ☐, reclaimed water ☐ storm ☐ roadway ☐ (check all that apply) systems constructed as part of, and in conjunction with the above subject project are completed and in conformance with the Construction Plans approved by POLK COUNTY, and State of Florida construction permit conditions. These public infrastructure improvements are complete, functional, ready to provide service to the public, and ready for County acceptance for POLK COUNTY to take ownership, operation, and maintenance responsibility.

The Record Drawings accurately reflect all public infrastructure system information. Lot numbers, street names, locations of easements, property boundaries, etc. are shown on the Record Drawings and are consistent with the approved Recorded Plat.

All construction materials and workmanship is warranted for one (1) calendar year from the date of acceptance by the Board of County Commissioners.

Bruce Ten Brink
Contractor's Signature

Date: 4/1/2025

Contractor's Typed Name: Bruce Ten Brink

Florida License Number: CUC056957

Contractor's Firm Name: Ten Brink Underground, Inc.

Contractor's Email Address: tenbrinkund@gmail.com

Contractor's Mailing Address:
40509 Chancey Road
Zephyrhills, FL 33542

Contractor's Physical Address:
40509 Chancey Road
Zephyrhills, FL 33542

Telephone Number: 813-788-0184

Fax Number: 813-715-4050

CHAPTER 2 DEVELOPMENT COORDINATION Section 250-D

Developer's Letter of Dedication & Statement of Warranty

Project: Crews Lake Haven

Project No.: LDRES-2022-6

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.

Margaret E. Daley

Developer's Signature Date: April 1, 2025

Developer's Typed Name: Margaret E. Daley

Developer's Firm Name: MED Equities, Inc.

Developer's Email Address: Billswth@aol.com

Telephone Number: 863-644-9197 Fax Number: 863-644-2785

Developer's Mailing Address: PO Box 1797

Highland City, FL 33846

Developer's Physical Address: 5105 Lakeland Highlands Rd

Lakeland, FL 33813

Water System Schedule of Values

Date: 08/15/2025

Contractor:

Project: CREWS LAKE HAVEN

PCU Project No.: LDRES-2022-6

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Single Service, Long				
2	Single Service, Short				
3	Double Service, Long	3	EA	2,020.00	6,060.00
4	Double Service, Short	4	EA	2,020.00	8,080.00
5	Blow-Off Assembly, Complete	3	EA	4,230.00	12,690.00
6	Fire Hydrant Assembly, Complete Including Branch Valve	1	EA	6,610.00	6,610.00
7	1" SERVICE W/ 1" BFP	1	EA	5,950.00	5,950.00
8	2" GATE VALVE	2	EA	1,180.00	2,360.00
9	AIR RELEASE VALVE	1	EA	3,640.00	3,640.00
10	4" PVC, AWWA C-900, DR 18, Blue	240	LF	34.00	8,160.00
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	1,060	LF	57.00	60,420.00
35	8" DIP, Pressure Class 350 Cement-Lined, Bituminous Coated				
36	8" Gate Valve Assembly, Complete	7	EA	2,300.00	16,100.00
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	10	EA	580.00	5,800.00
40	8" 90 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated				
41	8" Tee, DI, C153, Cement-Lined, Bituminous Coated	3	EA	840.00	2,520.00
42	8" Cross, DI, C153, Cement-Lined, Bituminous Coated				
43					
44	8" HDPE	60	LF	131.00	7,860.00
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: $	146,250.00

Reviewer: Charles R Brooker Digitally signed by Charles R Brooker Date: 2025.08.15 11:55:13 -04'00'

Date: 08/15/2025

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: Glenda Mills, Inspector

Project Name: Crews Lake Haven

Project #: LDRES-2022-6

DATE: 3/19/2025

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. 9/2/2025

SUBJECT

Accept a one-year warranty and cash surety in the amount of $14,625.00 for Crews Lake Haven. (No Fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and cash surety in the amount of $14,625.00, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance responsibilities for Crews Lake Haven 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 September 2, 2025 and ends on September 2, 2026.

RECOMMENDATION

Request Board accept a one-year warranty expiring on September 2, 2026 and a cash surety in the amount of $14,625.00 for Crews Lake Haven.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

TRADITIONS ENGINEERING

Polk County Land Development
330 W. Church Street, Bartow, Florida 33830

Subject: Crews Lake Haven
Application No. LDRES-2022-6

Engineer's Probable Cost – Warranty Bond (10%)

Item No.	Item Description	Qty.	Unit	Unit Cost ($)	Extended Cost ($)
1	Double Service, Long	3	ea	$2,020.00	$6,060.00
2	Double Service, Short	4	ea	$2,020.00	$8,080.00
3	Blow-Off Assembly, Complete	3	ea	$4,230.00	$12,690.00
4	Fire Hydrant Assembly, Complete Including Branch Valve	1	ea	$6,610.00	$6,610.00
5	1" service w/ 1' BFP	1	ea	$5,950.00	$5,950.00
6	2" Gate Valve	2	ea	$1,180.00	$2,360.00
7	Air Release Valve	1	ea	$3,640.00	$3,640.00
8	4" PVC, AWWA C-900, DR 18, Blue	240	lf	$34.00	$8,160.00
9	8" PVC AWWA C-900, DR 18, Blue	1,060	lf	$57.00	$60,420.00
10	8" Gate Value Assembly, Complete	7	ea	$2,300.00	$16,100.00
11	8" 45 Degree Bend, DI, C153, Cement-Lined, Bituminous Coated	10	ea	$580.00	$5,800.00
12	8" Tee, DI, C153, Cement-Lined,Bituminous Coated	3	ea	$840.00	$2,520.00
13	8" HDPE	60	lf	$131.00	$7,860.00

Total Constructed Value: $146,250.00
Warranty Bond Value: $14,625.00

Charles R Brooker

Digitally signed by Charles R Brooker
Date: 2025.02.13 16:31:24 -05'00'

02/13/2025

Charles "Chad" Brooker, P.E.
License No. 88615
Traditions Engineering, LLC

Date

Polk County

Board of County Commissioners

Agenda Item R.12. 9/2/2025

SUBJECT

Accept a one-year warranty and surety in the amount of $1,104.15 in the form of Maintenance Bond No. 41K237622 for Crescent Pointe. (No Fiscal Impact)

DESCRIPTION

This request is to accept a one-year warranty and surety in the amount of $1,104.15 in the form of Maintenance Bond No. 41K237622, which represents 10% of the cost of the publicly dedicated infrastructure for ownership, operation and maintenance. This warranty is for a one-year period beginning with the Board's acceptance. This one-year warranty period begins on September 2, 2025 and ends on September 2, 2026.

RECOMMENDATION

Request Board accept a one-year warranty expiring on September 2, 2026 and a Maintenance Bond in the amount of $1,104.15 for Crescent Pointe.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

MAINTENANCE BOND Bond No. 41K237622

KNOWN ALL MEN BY THESE PRESENTS, that We, GE Investments of Polk, LLC, as Principal, and The Ohio Casualty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of NH 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 One Thousand One Hundred Four & 15/100 ($ 1,104.15) 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 Crescent Pointe, 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 Crescent Pointe 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

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:

The Ohio Casualty Insurance Company
175 Berkley Street
Boston, MA 02116

The Principal at:

GE Investments of Polk, LLC
1925 E. Edgewood Dr., Ste. 100
Lakeland, FL 33803

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 19 day of March, 2025.

PRINCIPAL:

Witness

Kaitlyn Boisbeau
Printed Name

Witness

Hagen Wasd
Printed Name

GE Investments of Polk, LLC
Name of Corporation

By:

AUSTIN EVANS
Printed Name
Title:
(SEAL)

SURETY:

Witness

Daniel F. Wagner, Jr.
Printed Name

Witness

Candy Wagner
Printed Name

The Ohio Casaulty Insurance Company
Name of Corporation

By:

Taylor Wagner, Attorney-in-Fact
Printed Name
Title:
(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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210665-984127**

POWER OF ATTORNEY

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, Daniel F. Wagner Jr., Taylor Wagner

all of the city of Lakeland state of FL 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 24th day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of August, 2023 before me personally appeared David M. Carey, 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 David M. Carey, Assistant Secretary to appoint such attorneys-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 18 day of March, 2025.

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.

TRADITIONS ENGINEERING

Polk County Land Development
330 W. Church Street, Bartow, Florida 33830

Subject: Crescent Pointe
Application No. LDROW-2022-175

Engineer's Probable Cost – Warranty Bond (10%)

Offsite Road Improvements			
MOT	1 LS	$8,925.00	$8,925.00
Earthwork	1 LS	$87.06	$87.06
Fine Grading Area	26 SY	$2.30	$60.00
Asphalt	19.3 SY	$29.40	$568.40
14" Lime rock Base	20 SY	$40.84	$789.57
5' Sidewalk	7 SY	$5.25	$33.83
12" Crosswalk Strapping	1 Each	$210	$210
OM-4 Sign	1 Each	$367.65	$367.65
		SUBTOTAL	$11,041.51
		10% of Total -	**$1,104.15**

CHARLES R. BROOKER III LICENSE No 88615 STATE OF FLORIDA PROFESSIONAL ENGINEER

02/20/2025

Charles "Chad" Brooker, P.E.
License No. 88615
Traditions Engineering, LLC

Date

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

POLK COUNTY

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Brett Mundell, Inspector

Project Name: Crews Lake Haven

Project #: LDNON-2022-175

DATE: 4/15/2025

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. 9/2/2025

SUBJECT

Accept Performance Surety in the amount of $15,492,376.71 in the form of Performance Bond No. FGAC-25480 for Groves at Grenelefe (No Fiscal Impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. FGAC-25480 in the amount of $15,492,376.71 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. FGAC-25480 in the amount of $15,492,376.71 for Groves at Grenelefe.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Rita Karacson

Land Development

863-534-6794

ritakaracson@polk-county.net <mailto:ritakaracson@polk-county.net>

FIDELITY GUARANTY AND ACCEPTANCE CORP

5505 WATERFORD DISTRICT DRIVE, 7TH FLOOR WEST
MIAMI, FLORIDA 33126
PHONE (305) 553-8724

JUNE 27, 2025

IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-25480

BENEFICIARY: POLK COUNTY
330 WEST CHURCH STREET
BARTOW, FL 33830

APPLICANT: LENNAR HOMES, LLC
6675 WESTWOOD BOULEVARD, 5TH FLOOR
ORLANDO, FL 32821

LC AMOUNT: USD $15,492,376.71 (FIFTEEN MILLION FOUR HUNDRED NINETY-TWO THOUSAND THREE HUNDRED SEVENTY-SIX AND 71/100 US DOLLARS)

EXPIRATION DATE: JUNE 26, 2026 AT OUR COUNTERS

RE: GROVES AT GRENELEFE

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-25480 IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF LENNAR HOMES, LLC IN AN AGGREGATE AMOUNT NOT TO EXCEED THE LC AMOUNT.

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT(S) DRAWN AT SIGHT ON FIDELITY GUARANTY AND ACCEPTANCE CORP. DULY SIGNED AND MARKED: "DRAWN UNDER FIDELITY GUARANTY AND ACCEPTANCE CORP. LETTER OF CREDIT NO. FGAC-25480 DATED JUNE 27, 2025" WHEN ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY, AND THE FOLLOWING DOCUMENT(S):

BENEFICIARY'S CERTIFICATE DULY SIGNED AND DATED BY AN AUTHORIZED OFFICER OF POLK COUNTY SIGNING AS SUCH ON ITS LETTERHEAD READING EXACTLY AS FOLLOWS:

"(I) THE AMOUNT REPRESENTED BY THE DRAFT ACCOMPANYING THIS STATEMENT IS THE AMOUNT REQUIRED TO BE PAID TO THE BENEFICIARY ON ACCOUNT OF THE FAILURE OF LENNAR HOMES, LLC TO COMPLETE THE INSTALLATION OF THE IMPROVEMENTS FOR GROVES AT GRENELEFE PURSUANT TO THE POLK COUNTY LAND DEVELOPMENT CODE (THE "CODE") AND UNDER THE ENGINEER'S COST ESTIMATE DATED JUNE 10, 2025 PREPARED BY TRACT ENGINEERING, LLC; (II) THAT LENNAR HOMES, LLC HAS BEEN GIVEN WRITTEN NOTICE BY POLK COUNTY DESCRIBING THE EVENT OR CONDITION OF SUCH DEFAULT IN REASONABLE DETAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED; (III) THE DEFAULT HAS NOT BEEN CURED WITHIN THE CURE PERIOD PROVIDED FOR THEREIN, IF ANY; AND (IV) THAT POLK COUNTY IS NOT IN DEFAULT UNDER THE TERMS AND CONDITIONS OF THE CODE AND AS SUCH IS ENTITLED TO BE PAID THE PROCEEDS OF THIS LETTER OF CREDIT UNDER THE TERMS OF THE CODE."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH DATE WE SHALL NOTIFY YOU BY REGISTERED OR CERTIFIED MAIL OR COURIER OR HAND DELIVERED NOTIFICATION AT THE ABOVE ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

FIDELITY GUARANTY AND ACCEPTANCE CORP

5505 WATERFORD DISTRICT DRIVE, 7TH FLOOR WEST
MIAMI, FLORIDA 33126
PHONE (305) 553-8724

WE HEREBY ENGAGE WITH BENEFICIARY THAT ALL SIGHT DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT TOGETHER WITH THE DOCUMENTS REQUIRED HEREIN TO FIDELITY GUARANTY AND ACCEPTANCE CORP. 5505 WATERFORD DISTRICT DRIVE, 7TH FLOOR WEST, MIAMI, FL 33126, IF PRESENTED BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE EXPIRATION DATE. PRESENTATIONS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY FEDERAL EXPRESS OR ANY OTHER NATIONALLY RECOGNIZED COURIER COMPANY.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE – PUBLICATION NO. 590 ("ISP98").

VERY TRULY YOURS,

FIDELITY GUARANTY AND ACCEPTANCE CORP.

LAUREN DUDLEY, TREASURER

		CONTRACT AMOUNT			
No.	Description	Qty	Unit	Price	Amount
	Phase 1				
	Surveying Staking Engineering				
2062.	Construction Layout & Asbuilts	1	LS	$181,583.11	$ 181,583.11
	Total Surveying				**$ 181,583.11**
	Grading				
2648.	Grading Final	1	LS	$155,124.58	$ 155,124.58
2648.	Grading Pond	1	LS	$24,338.08	$ 24,338.08
2648.	Bahia Sod - Pond Slopes.	13,528	SY	$3.36	$ 45,454.08
	Total Grading				**$ 224,916.74**
	Clear & Grubb				
	Total Clear & Grubb				
	Excavation				
2651.	Excavate Onsite Placed ***Place Excess On Phase 3	221,160	CY	$1.18	$ 260,968.80
2651.	Bahia Sod - Common Areas	79,594	SY	$3.36	$ 267,435.84
	Total Excavation				**$ 528,404.64**
	Moblization				
2745.	Moblization	1	LS	$83,355.60	$ 83,355.60
	Total Moblization				**$ 83,355.60**
	Erosion Control				
2749.	Bahia Sod - BOC	23,756	SY	$3.36	$ 79,820.16
2749.	SWPPP Monitoring	1	LS	$11,194.47	$ 11,194.47
	Total Erosion Control				**$ 91,014.63**
	Sanitary Sewer				
2751.	8" DR26 Sanitary Pipe 0'-6'	431	LF	$59.34	$ 25,575.54
2751.	8" DR26 Sanitary Pipe 6'-8'	2,115	LF	$59.78	$ 126,434.70
2751.	8" DR26 Sanitary Pipe 8'-10'	1,525	LF	$60.70	$ 92,567.50
2751.	8" DR26 Sanitary Pipe 10'-12'	1,039	LF	$62.03	$ 64,449.17
2751.	8" DR26 Sanitary Pipe 12'-14'	745	LF	$63.41	$ 47,240.45
2751.	4' Ø Sanitary Manhole 0-6'	4	EACH	$5,926.87	$ 23,707.48
2751.	4' Ø Sanitary Manhole 6-8'.	8	EACH	$6,711.79	$ 53,694.32
2751.	4' Ø Sanitary Manhole 8-10'.	4	EACH	$7,725.77	$ 30,903.08
2751.	4' Ø Sanitary Manhole 12-14'	4	EACH	$9,500.64	$ 38,002.56
2751.	Double Sanitary Service.	65	EACH	$1,667.52	$ 108,388.80
2751.	Single Sanitary Service.	20	EACH	$807.82	$ 16,156.40
2751.	TV And Air Testing - Gravity Line/Manholes	1	LS	$30,622.14	$ 30,622.14
	Total Sanitary Sewer				**$ 657,742.14**
	Forcemain- Lift Station				
2836.	Lift Station Chain Link Fence 6'	212	LF	$43.49	$ 9,219.88
2836.	Lift station pumps, contrls, Wet Well	2	EACH	$397,552.33	$ 795,104.66
	Total Forcemain-Lift Station				**$ 804,324.54**
	Forcemain				
2840.	Force Main Fittings 10"	1	LS	$94,774.60	$ 94,774.60
2840.	10" MJ Plug Valve W/Box/Tag	3	EACH	$4,056.09	$ 12,168.27
2840.	6" MJ Plug Valve W/Box/Tag	3	EACH	$1,773.36	$ 5,320.08
2840.	10" DR18 Force Main Green Pipe	5,060	LF	$64.54	$ 326,572.40
2840.	6" DR18 Forcemain Green Pipe	414	LF	$35.89	$ 14,858.46
2840.	10" X 6" MJ Reducer P-401 Lined	1	EACH	$1,320.11	$ 1,320.11
2840.	Pressure Testing - Force Main	1	LS	$2,765.70	$ 2,765.70
2840.	12" Directional Bore	450	LF	$117.91	$ 53,059.50
	Total Forcemain				**$ 510,839.12**
	Generic Water				
2851.	2" Blow Off	6	EACH	$3,670.78	$ 22,024.68
2851.	Fire Hydrant Assembly	9	EACH	$8,100.73	$ 72,906.57

2851.	Fittings	1	LS	$63,152.45	$ 63,152.45
2851.	6" MJ Gate Valve W/Box/Tag	2	EACH	$1,822.70	$ 3,645.40
2851.	8" MJ Gate Valve W/Box/Tag	18	EACH	$2,591.92	$ 46,654.56
2851.	Temporary Jumper Connection	1	EACH	$1,962.95	$ 1,962.95
2851.	6" DR 18 Water Pipe	160	LF	$35.43	$ 5,668.80
2851.	8" DR18 Water Pipe	4,693	LF	$49.79	$ 233,664.47
2851.	10" DR18 Water Pipe	1,792	LF	$69.01	$ 123,665.92
2851.	Testing And Bactees	1	LS	$11,543.80	$ 11,543.80
2851.	Double Water Service (Polk County)	66	EACH	$1,904.55	$ 125,700.30
2851.	Single Water Service (Polk County)	22	EACH	$836.53	$ 18,403.66
2851.	12" Directional Bore	456	LF	$157.33	$ 71,742.48
2851.	10" MJ Gate Valve W/Box/Tag	3	EACH	$3,825.62	$ 11,476.86
	Total Generic Water				**$ 812,212.90**
	Storm Drains				
3001.	Type C Inlet W/ Ditch Bottom	2	EACH	$3,096.10	$ 6,192.20
3001.	18" RCP Storm Pipe	719	LF	$107.42	$ 77,234.98
3001.	24" RCP Storm Pipe	1,782	LF	$136.80	$ 243,777.60
3001.	Type 5 Curb Inlet *** Structure Price Includes Cub Inlet Top	6	EACH	$6,057.85	$ 36,347.10
3001.	Type 6 Curb Inlet*** Structure Price Includes Cub Inlet Top	12	EACH	$6,131.13	$ 73,573.56
3001.	Storm Manhole	5	EACH	$5,263.06	$ 26,315.30
3001.	18" RCP Mitered End Section	3	EACH	$1,945.03	$ 5,835.09
3001.	24" RCP Mitered End Section	7	EACH	$2,254.34	$ 15,780.38
3001.	24" HDPE Storm Pipe	99	LF	$122.95	$ 12,172.05
3001.	6" Storm Cleanout Assy.	8	EACH	$717.88	$ 5,743.04
3001.	17' Overflow Weir Structure W/Skimmer Per Detail C36	1	LS	$20,794.00	$ 20,794.00
3001.	24" Pipe Bricked End/Plug *** For Future	3	EACH	$1,546.24	$ 4,638.72
3001.	Rip Rap Rubble Area @ Spreader Swale	807	SF	$61.24	$ 49,420.68
3001.	P1 Clean And Video Storm Line.	1	LS	$18,730.32	$ 18,730.32
	Total Storms				**$ 596,555.02**
	Sidewalk				
3245.	Sidewalk Concrete 4"	6,884	SF	$8.34	$ 57,412.56
3245.	Sidewalk Concrete 6"	773	SF	$8.34	$ 6,446.82
3245.	Concrete ADA Ramp	160	SF	$249.51	$ 39,921.60
	Total Sidewalk				**$ 103,780.98**
	Signage & Striping				
3300.	P1 Signage : 24" Stop Bar (4 EA), 30" Stop Sign R1-1 W/No Outlet 14-2 , Street Stop WHT Private (4 EA), End Of Road Signs OM4-1 (18 EA), No Outlet Sign W14-2A (1 EA), Ped. Warning W11-2, Arrow W16-7P (8EA), Speed Limit Sign R2-1 (8 EA), Yield Signs R1-1-30 EGP(4 EA)	1	LS	$16,812.77	$ 16,812.77
3300.	P1 Striping : 6' Pedestrian Crosswalk W/12" Lines Thermoplastic (8 EA), 9'x8' Amenity Parking (32 EA), Pedestrian Warning W11-2, Arrow W16-7P	1	LS	$2,989.32	$ 2,989.32
	Total Signage & Striping				**$ 19,802.09**
	Asphalt Paving				
3279.	Maintenance of traffic	1	LS	$1,883.30	$ 1,883.30
3279.	1.25" SP 9.5 Asphalt Pavement	18,220	SY	$13.24	$ 241,232.80
3279.	Miami Curb 24" Includes 134' Of Transition Curb	11,496	LF	$20.12	$ 231,299.52
3279.	Onsite Type D Curb	523	LF	$24.74	$ 12,939.02
3279.	6" Limerock Base	18,220	SY	$12.94	$ 235,766.80
3279.	10" Stabilized Subgrade	21,478	SY	$10.71	$ 230,029.38
3279.	Valley Gutter *** Includes 58' Of Transition Curb	427	LF	$49.87	$ 21,294.49
	Total Paving				**$ 974,445.31**
SUBTOTAL					5,588,976.82

No.	Description	Qty	Unit	Price	Amount
	Phase 2				
	Surveying Staking Engineering				
2062.	Construction Layout & Asbuilts	1	LS	$64,286.79	$ 64,286.79
	Total Surveying				**$ 64,286.79**
	Grading				
2648.	Grading Final	1	LS	$78,053.97	$ 78,053.97
2648.	Grading Pond	1	LS	$6,302.26	$ 6,302.26
2648.	Bahia Sod - Pond Slopes.	11,206	SY	$3.36	$ 37,652.16
	Total Grading				**$ 122,008.39**
	Clear & Grubb				
	Total Clear & Grubb				
	Excavation				
2651.	Excavate Onsite Placed *** Place Excess On Phase 3 *** Stockpile 31,371 CY For Skink Areas	101,367	CY	$1.25	$ 126,708.75
2651.	Bahia Sod - Common Area	8,062	SY	$3.36	$ 27,088.32
	Total Excavation				**$ 153,797.07**
	Erosion Control				
2749.	Bahia Sod - BOC	1,532	SY	$3.36	$ 5,147.52
	Total Erosion Control				**$ 5,147.52**
	Sanitary Sewer				
2751.	8" DR26 Sanitary Pipe 0'-6'	617	LF	$50.68	$ 31,269.56
2751.	8" DR26 Sanitary Pipe 6'-8'	1,075	LF	$59.72	$ 64,199.00
2751.	4' Ø Sanitary Manhole 0-6'.	3	EA	$5,926.87	$ 17,780.61
2751.	4' Ø Sanitary Manhole 6-8'.	4	EA	$6,711.79	$ 26,847.16
2751.	Double Sanitary Service.	38	EA	$1,625.45	$ 61,767.10
2751.	Single Sanitary Service.	11	EA	$807.83	$ 8,886.13
2751.	TV And Air Testing - Gravity Line/Manholes	1	LS	$14,642.36	$ 14,642.36
	Total Sanitary Sewer				**$ 225,391.92**
	Generic Water				
2851.	Fire Hydrant Assembly	3	EA	$8,100.73	$ 24,302.19
2851.	Fittings	1	LS	$13,648.16	$ 13,648.16
2851.	6" MJ Gate Valve W/Box/Tag	3	EACH	$1,822.70	$ 5,468.10
2851.	6" DR18 Water Pipe Pipe	2,447	LF	$35.44	$ 86,721.68
2851.	Testing And Bactees	1	LS	$10,405.92	$ 10,405.92
2851.	Double Water Service (Polk County)	33	EA	$1,881.90	$ 62,102.70
2851.	Single Water Service (Polk County)	22	EA	$892.67	$ 19,638.74

2851.	8" DR18 Water Pipe	486	LF	$49.79	$ 24,197.94
2851.	2" Blow Off	2	EA	$3,670.78	$ 7,341.56
2851.	Temporary Jumper Connection	2	EA	$1,962.95	$ 3,925.90
	Total Generic Water				**$ 257,752.89**
	Storm Drains				
3001.	18" RCP Storm Pipe	89	LF	$108.88	$ 9,690.32
3001.	24" RCP Storm Pipe	925	LF	$133.12	$ 123,136.00
3001.	30" RCP Storm Pipe	703	LF	$177.66	$ 124,894.98
3001.	36" RCP Storm Pipe	391	LF	$222.31	$ 86,923.21
3001.	Type 5 Curb Inlet *** Structure Price Includes Cub Inlet Top	4	EACH	$6,057.85	$ 24,231.40
3001.	Type 6 Curb Inlet *** Structure Price Includes Cub Inlet Top	8	EACH	$6,131.13	$ 49,049.04
3001.	Type C Inlet W/ Ditch Bottom	2	EACH	$3,096.10	$ 6,192.20
3001.	Storm Manhole	2	EACH	$5,105.24	$ 10,210.48
3001.	18" RCP Mitered End Section	3	EACH	$1,945.03	$ 5,835.09
3001.	24" HDPE Storm Pipe	211	LF	$113.36	$ 23,918.96
3001.	24" RCP Mitered End Section	1	EACH	$2,254.34	$ 2,254.34
3001.	24" HDPE Mitered End Section	1	EACH	$1,286.94	$ 1,286.94
3001.	30" RCP Mitered End Section	2	EACH	$4,513.69	$ 9,027.38
3001.	6" HDPE Underdrain Pipe	575	LF	$34.88	$ 20,056.00
3001.	36" RCP Mitered End Section	2	EACH	$7,757.76	$ 15,515.52
3001.	6" Storm Cleanout Assy.	8	EACH	$717.88	$ 5,743.04
3001.	30" Pipe Bricked End/Plug *** For Future Expansion	3	EACH	$1,546.24	$ 4,638.72
3001.	P2 Clean And Video Storm Line.	1	LS	$15,971.22	$ 15,971.22
	Total Storms				**$ 538,574.84**
	Sidewalk				
3245.	Sidewalk Concrete 4"	836	SF	$8.38	$ 7,005.68
3245.	Concrete ADA Ramp	16	SF	$249.51	$ 3,992.16
	Total Sidewalk				**$ 10,997.84**
	Signage & Striping				
3300.	P2 Signage : Speed Limit Sign R2-1 (4 EA)	1	LS	$1,633.08	$ 1,633.08
	Total Signage & Striping				**$ 1,633.08**
	Asphalt Paving				
3279.	1.25" SP 9.5 Asphalt Pavement	8,847	SY	$13.24	$ 117,134.28
3279.	Miami Curb 24" Includes 73' Of Transition Curb	6,399	LF	$20.12	$ 128,747.88
3279.	10" Stabilized Subgrade	10,629	SY	$10.65	$ 113,198.85
3279.	6" Limerock Base	8,847	SY	$12.94	$ 114,480.18
	Total Paving				**$ 473,561.19**
SUBTOTAL					**1,853,151.53**

		CONTRACT AMOUNT			
No.	Description	Qty	Unit	Price	Amount
	Phase 3				
	Surveying Staking Engineering				
2062.	Construction Layout & Asbuilts	1	LS	$109,753.04	$ 109,753.04
	Total Surveying				**$ 109,753.04**
	Grading				
2648.	Grading Final	1	LS	$155,247.50	$ 155,247.50
	Total Grading				**$ 155,247.50**
	Clear & Grubb				
2655.	Clear All Trees Necessary For New Construction, Disk Site At Skink Locations	1	LS	$61,635.42	$ 61,635.42
	Total Clear & Grubb				**$ 61,635.42**
	Excavation				
2651.	Excavate Onsite Placed *** Includes Placing 31,371 CY Stockpile	48,513	CY	$2.40	$ 116,431.20
2651.	Bahia Sod - Common Areas	18,387	SY	$3.36	$ 61,780.32
	Total Excavation				**$ 178,211.52**
	Mobilization				
2745.	Mobilization	1	LS	$52,999.72	$ 52,999.72
	Total Mobilization				**$ 52,999.72**
	Erosion Control				
2749.	Bahia Sod - BOC	1,426	SY	$3.36	$ 4,791.36
2749.	SWPPP Monitoring	1	LS	$7,243.48	$ 7,243.48
	Total Erosion Control				**$ 12,034.84**
	Sanitary Sewer				
2751.	8" DR26 Sanitary Pipe 0'-6'	1,563	LF	$32.56	$ 50,891.28
2751.	8" DR26 Sanitary Pipe 6'-8'	2,577	LF	$55.99	$ 144,286.23
2751.	8" DR26 Sanitary Pipe 8'-10'	1,494	LF	$60.74	$ 90,745.56
2751.	4' Ø Sanitary Manhole 0-6'.	6	EA	$5,926.87	$ 35,561.22
2751.	4' Ø Sanitary Manhole 6-8'.	10	EA	$6,711.79	$ 67,117.90
2751.	4' Ø Sanitary Manhole 8-10'.	4	EA	$7,725.77	$ 30,903.08
2751.	Double Sanitary Service.	81	EA	$1,625.45	$ 131,661.45
2751.	Single Sanitary Service.	27	EA	$807.83	$ 21,811.41
2751.	TV And Air Testing - Gravity Line/Manholes	1	LS	$28,136.96	$ 28,136.96
	Total Sanitary Sewer				**$ 601,115.09**
	Generic Water				
2851.	Fire Hydrant Assembly	9	EA	$8,100.73	$ 72,906.57
2851.	Fittings	1	LS	$35,830.11	$ 35,830.11
2851.	6" MJ Gate Valve W/Box/Tag	13	EA	$1,822.70	$ 23,695.10
2851.	6" DR18 Water Pipe Pipe	3,958	LF	$35.44	$ 140,271.52
2851.	8" DR18 Water Pipe	2,337	LF	$49.79	$ 116,359.23

2851.	Testing And Bactees	1	LS	$11,336.38	$ 11,336.38
2851.	Double Water Service (Polk County)	89	EA	$1,885.08	$ 167,772.12
2851.	Single Water Service (Polk County)	22	EA	$830.12	$ 18,262.64
2851.	8" MJ Gate Valve W/Box/Tag	13	EA	$2,591.92	$ 33,694.96
2851.	Temporary Jumper Connection	2	EA	$1,962.95	$ 3,925.90
	Total Generic Water				**$ 624,054.53**
	Storm Drains				
3001.	18" RCP Storm Pipe	1,401	LF	$105.14	$ 147,301.14
3001.	24" RCP Storm Pipe	1,744	LF	$132.86	$ 231,707.84
3001.	30" RCP Storm Pipe	952	LF	$177.49	$ 168,970.48
3001.	Type 5 Curb Inlet *** Structure Price Includes Cub Inlet Top	25	EACH	$6,057.85	$ 151,446.25
3001.	Type 6 Curb Inlet *** Structure Price Includes Cub Inlet Top	3	EACH	$6,131.13	$ 18,393.39
3001.	Type C Inlet W/ Ditch Bottom	1	EACH	$3,096.10	$ 3,096.10
3001.	18" HP Storm Pipe	338	LF	$62.68	$ 21,185.84
3001.	Storm Manhole	1	EACH	$5,105.24	$ 5,105.24
3001.	Type C Inlet	1	EACH	$3,588.60	$ 3,588.60
3001.	30" RCP Mitered End Section	1	EACH	$4,513.69	$ 4,513.69
3001.	18" ADS Mitered End Section	2	EACH	$1,124.17	$ 2,248.34
3001.	P3 Clean And Video Storm Line.	1	LS	$26,234.57	$ 26,234.57
	Total Storms				**$ 783,791.48**
	Sidewalk				
3245.	Sidewalk Concrete 4"	1,019	SF	$8.34	$ 8,498.46
3245.	Concrete ADA Ramp	96	SF	$249.51	$ 23,952.96
	Total Sidewalk				**$ 32,451.42**
	Signage & Striping				
3300.	P3 Signage : 24" Stop Bar (6 EA), 30" Stop Sign R1-1 W/No Outlet 14-2 , Street Stop WHT Private (6 EA), Speed Limit Sign (9 EA),	1	LS	$8,810.70	$ 8,810.70
3300.	P3 Striping : 6' Pedestrian Crosswalk W/12" Lines Thermoplastic (6 EA)	1	LS	$1,777.94	$ 1,777.94
	Total Signage & Striping				**$ 10,588.64**
	Asphalt Paving				
3279.	Maintenance Of Traffic	1	LS	$1,883.30	$ 1,883.30
3279.	1.25" SP 9.5 Asphalt Pavement	16,377	LS	$13.24	$ 216,831.48
3279.	Miami Curb 24" Includes 223' Of Transition Curb	11,268	LS	$20.12	$ 226,712.16
3279.	6" Limerock Base	16,377	LS	$12.94	$ 211,918.38
3279.	Valley Gutter *** Includes 58' Of Transition Curb	159	LS	$49.87	$ 7,929.33
3279.	10" Stabilized Subgrade	19,564	LS	$10.67	$ 208,747.88
	Total Paving				**$ 874,022.53**
SUBTOTAL					**3,495,905.73**

No.	Description	Qty	Unit	Price	Amount
	Offsite and Offsite bridge				
	Offsite Pavement				
3750.	Offsite Bridge	1	LS	$1,863,371.40	$ 1,863,371.40
	Total Offsite Pavement				**$ 1,863,371.40**
	Offsite Force Main				
3750.	Pressure Testing - Force Main	1	LS	$2,765.70	$ 2,765.70
3750.	Maintenance Of Traffic - Road Closure	1	LS	$2,963.24	$ 2,963.24
3750.	Open Cut & Repair Asphalt For Force Main Pipe Installation (5331 SF) Repair With 2.5" SP- 9.5 , 10" Limerock Base	1	LS	$37,394.99	$ 37,394.99
	Total Offsite Force Main				**$ 43,123.93**
	Offsite Generic Water				
3750.	10" Wet Tap W/Valve/Box/Tag	1	EA	$8,565.78	$ 8,565.78
3750.	10" DR18 Water Pipe	3,065	LF	$69.01	$ 211,515.65
3750.	Testing And Bactees	1	LS	$9,422.12	$ 9,422.12
3750.	Open Cut & Repair Asphalt For Water Pipe Installation 956 SF Repair With 2.5" SP- 9.5 , 10" Limerock Base	1	LS	$9,415.04	$ 9,415.04
	Total Offsite Generic Water				**$ 238,918.59**
	Offsite Storm Drains				
3750.	18" RCP Storm Pipe	537	LF	$107.42	$ 57,684.54
3750.	18" RCP Mitered End Section	1	EACH	$1,945.03	$ 1,945.03
3750.	Type 6 Curb Inlet *** Structure Price Includes Cub Inlet Top	2	EACH	$6,446.79	$ 12,893.58
3750.	Type C Inlet	3	EACH	$3,506.87	$ 10,520.61
	Total Offsite Storms				**$ 83,043.76**
	Offsite Asphalt Paving				
3750.	Maintenance Of Traffic - Road Closure	1	LS	$8,889.72	$ 8,889.72
3750.	Remove Asphalt	3,954	SY	$8.22	$ 32,501.88
3750.	Excavation And Grading	1	LS	$54,803.36	$ 54,803.36
3750.	12" Stabilized Subgrade	7,157	SY	$12.32	$ 88,174.24
3750.	Type RA Curb	271	LF	$35.46	$ 9,609.66
3750.	2.5" SP-9.5 Asphalt Pavement - 2 Lifts	6,574	SY	$33.57	$ 220,689.18
3750.	8' Concrete Sidewalk	5,923	SF	$8.73	$ 51,707.79
3750.	Type D Curb	205	LF	$24.74	$ 5,071.70

3750.	Offsite Striping & Signs: 6" White Lines Thermoplastic (4,047 FT), 6" Yellow Lines Thermoplastic (1,727 FT), 6" Double Yellow Thermoplastic (861FT), 12" White Skip Lines Thermoplastic (213 FT), 18" Yellow Thermoplastic (320 FT), 6' Pedestrian Crosswalk W/12" Lines Thermo (6 EA), Pedestrian Warning W11-2, Arrow W16-7P (6 EA), Roundabout Arrow 3 EA), Roundabout Sign W2-6, W16-17P, W13-1P Speed (2 EA), Speed Limit R2-1(3 EA), Yield Sign R1-2-30-EGR (3 EA)	1	LS	$51,709.61	$	51,709.61
3750.	Type F Curb	1,353	LF	$22.60	$	30,577.80
3750.	2" Drop Curb Off	196	LF	$18.65	$	3,655.40
3750.	Transition Curb	161	LF	$22.60	$	3,638.60
3750.	16" Limerock Base	6,574	SY	$34.49	$	226,737.26
3750.	12" Thick Concrete Truck Apron	1,939	SF	$28.77	$	55,785.03
3750.	5' Concrete Sidewalk	1,386	SF	$9.72	$	13,471.92
3750.	Concrete ADA Ramp	192	SF	$249.51	$	47,905.92
3750.	6" Thick Concrete Driveway	1,092	SF	$11.50	$	12,558.00
	Total Offsite Paving				**$**	**917,487.07**
SUBTOTAL						**3,145,944.75**

Daniel P. Kovacs
PE No. 84168
Tract Engineering, LLC

PHASE 1	**$5,588,976.82**
PHASE 2	**$1,853,151.53**
PHASE 3	**$3,495,905.73**
OFFSITE	**$3,145,944.75**
110% CONTINGENCY	**$1,549,237.67**
TOTAL:	**$15,633,216.50**

Agenda Item R.14. 9/2/2025

SUBJECT

Accept Performance Surety in the amount of $88,693.33 in the form of Performance Bond No. 5328667 for Highland ADM Utility. (No Fiscal Impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. 5328667 in the amount of $88,693.33 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. 5328667 in the amount of $88,693.33 for Highland ADM Utility.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

COMMERCIAL PERFORMANCE BOND

Bond No. 5328667

KNOWN ALL MEN BY THESE PRESENTS, That we, Structural Steel Services, Inc, as Principal, and Great American Insurance Company , a corporation organized and doing business under and by virtue of the laws of the State of OH 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 Eighty-eight thousand, six hundred ninety-three and 33/100 ($ 88,693.33) 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 Highland ADM Utility LDROW-2024-79 project located at Clubhouse Rd & US-98Highland City, FL 33812 (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:
Great American Insurance Company
301 E 4th Street
Cincinnati, OH 45202

The Principal:
Structural Steel Services, Inc.
333 W. 4th Street
Marion, IN 46952

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 17th DAY OF July, 20 25,
(the date of issue by the Surety).

PRINCIPAL:

Hollie Swan
Witness

Hollie Swan
Printed Name

Emma Silver
Witness

Emma Silverthorn
Printed Name

Structural Steel Services, Inc.
Name of Corporation

By: JAMES W SWAN
Printed Name
Title: PRES.
(SEAL)

SURETY:

Samantha Grady
Witness

Samantha Grady
Printed Name

Kelly Specht
Witness

Kelly Specht
Printed Name

Great American Insurance Company
Name of Corporation

By: Anthony G Balzano
Anthony G Balzano, Attorney in Fact
Printed Name
Title:
(SEAL)

(Attach power of attorney)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 20681

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ANTHONY G. BALZANO	ALL OF	ALL
DEBORAH M. ROTH	CINCINNATI, OHIO	$100,000,000
RUTH M. PELL		
ROSALIE S. SMITH		
JO ANN R. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13TH day of JULY , 2020 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 13TH day of JULY , 2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when 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.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of July , 2025 .

Assistant Secretary

S1029AH (03/20)

Engineers, Land Planners and Construction Managers
5904 Hillside Heights Drive • Lakeland, FL 33812
Phone: (863) 619-6131 • Facsimile: (863) 619-6103
www.jsk-consulting.com

June 25, 2025

Polk County BoCC
330 W Church Street
Bartow, Fl 33881

RE: Highland ADM Utility LDROW-2024-79

Opinion of Probable Construction Cost - Performance Bond Estimate
Project Name: Highland ADM Utility LDROW-2024-79

Description	Unit	Quantity	Unit Price	Total
Off-Site ROW				
Mobilization	LS	1	$ 6,084.00	$ 6,084.00
Erosion Control	LS	1	$ 3,988.00	$ 3,988.00
Site Prep / Demo	LS	1	$ 8,469.00	$ 8,469.00
Earthwork	LS	1	$ 13,351.00	$ 13,351.00
Paving - 12" stabalized base, 8" base 2" asphalt & 1" asphalt overlay	SY	329	$ 89.70	$ 29,511.30
Install Curbing	LS	1	$ 2,284.00	$ 2,284.00
Striping and Signage	LS	1	$ 1,255.00	$ 1,255.00
MOT	LS	1	$ 3,138.00	$ 3,138.00
Layout / As-Builts	LS	1	$ 12,550.00	$ 12,550.00
			Sub Total	**$ 80,630.30**
			Grand Total	**$ 80,630.30**
			Contingency @10%	**$8,063.03**
			Grand Total	**$88,693.33**

MATTHEW K. JOHNSON
LICENSE
No. 60129
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
Matthew Johnson, PE
Florida Registration No. 60129
6/25

Polk County

Board of County Commissioners

Agenda Item R.15. 9/2/2025

SUBJECT

Accept Performance Surety in the amount of $63,728.81 in the form of Performance Bond No. 101585673 for Posh Suites. (No Fiscal Impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. 101585673 in the amount of $63,728.81 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. 101585673 in the amount of $63,728.81 for Posh Suites.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

COMMERCIAL PERFORMANCE BOND

Bond No. 101585673

KNOWN ALL MEN BY THESE PRESENTS, That we, Posh Salon Suites Berry TC, LLC, as Principal, and Merchants National Bonding, Inc., a corporation organized and doing business under and by virtue of the laws of the State of IA 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 * ($63,728.81) 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.

*Sixty Three Thousand Seven Hundred Twenty Eight & 81/100 Dollars

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 Posh Suites project located at Berry Blvd., Davenport, FL (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 One Year (08/05/2026), 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:

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

The Principal:

Posh Salon Suites Berry TC, LLC
1820 E. Edgewood Drive
Lakeland, FL 33803

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 5 DAY OF August, 2025,
(the date of issue by the Surety).

PRINCIPAL:

Witness

E. Drew Onheiser
Printed Name

Witness

Michael E. Richter
Printed Name

Posh Salon Suites Berry TC, LLC
Name of Corporation

By:

Damon McCrystal
Printed Name
Title:
(SEAL)

SURETY:

Witness

Taylor Wagner
Printed Name

Witness

Daniel F. Wagner, Jr.
Printed Name

Merchants National Bonding, Inc.
Name of Corporation

By:

Daniel F. Wagner
Printed Name
Title: Attorney-in-Fact
(SEAL)

(Attach power of attorney)

MERCHANTS
BONDING COMPANY™
MERCHANTS NATIONAL BONDING, INC. • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants National Bonding, Inc. ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS NATIONAL BONDING, INC.



By: Larry Taylor
Larry Taylor, President

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Daniel F Wagner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY 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 and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5 day of August , 2025

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

TRACT ENGINEERING
FROM CONCEPTUAL TO COMPLETION

5137 S LAKELAND DR, SUITE 3
LAKELAND, FL 33813
FIRM REGISTRATION NUMBER - 34343

Tract Engineering LLC					Date	24-Jun-25
Project:	Posh Berry Plaza				Record Number	LDNON-2025-25
Location	Berry Boulevard					

OFF SITE WORKS

ITEM NO.	CONCEPT	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
Roadway					
	12" Stabilized Subgrade	SF	1,032.79	$ 6.00	$ 6,196.74
	8" Limerock Base	SF	1,032.79	$ 4.00	$ 4,131.16
	1 1/2" SP-9.5R Asphalt	SF	1,032.79	$ 1.75	$ 1,807.38
	Pavement Markings	LS	1.00	$ 3,000.00	$ 3,000.00
				Sub-total	**$ 15,135.28**
Concrete					
	Type D concrete curb	LF	80.00	$ 90.30	$ 7,224.00
	ADA Handicap Ramp	SF	130.00	$ 14.00	$ 1,820.00
	Truncated Domes	SF	23.20	$ 32.50	$ 754.00
	Sidewalk 4" Thick	SF	1,763.00	$ 14.00	$ 24,682.00
	Valley gutter	LF	95.00	$ 50.00	$ 4,750.00
				Sub-total	**$ 39,230.00**
Directional Bore					
	Directional Bore – 4" HDPE Pipe (installation only)	LF	50.00	$ 40.00	$ 2,000.00
	4" HDPE Pipe (DR-11)	LF	50.00	$ 6.00	$ 300.00
	4" Transition Fittings (HDPE to PVC/DI)	EA	2.00	$ 120.00	$ 240.00
	4" 90° HDPE Bends	EA	2.00	$ 90.00	$ 180.00
	Excavation and Restoration of Pits	EA	2.00	$ 300.00	$ 600.00
	Testing, Cleaning, and Bore Slurry Disposal	LS	1.00	$ 250.00	$ 250.00
				Sub-total	**$ 3,570.00**
				Sub -Total	**$ 57,935.28**
				"10%	**$ 5,793.53**
				Total	**$ 63,728.81**

Daniel P. Kovacs

DANIEL P. KOVACS LICENSE No. 84168 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by: Daniel Kovacs
DN: CN = Daniel Kovacs C = US O = Unaffiliated
Date: 2025.07.01 15:51:53 -04'00'

This item has been digitally signed and sealed by Daniel P Kovacs, PE 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.

Agenda Item R.16. 9/2/2025

SUBJECT

Accept Performance Surety in the amount of $336,874.00 in the form of Performance Bond No. 108271638 for Publix at Thompson Nursery. (No Fiscal Impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. 108271638 in the amount of $336,874.00 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. 108271638 in the amount of $336,874.00 for Publix at Thompson Nursery.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

COMMERCIAL PERFORMANCE BOND

Bond No. 108271638

KNOWN ALL MEN BY THESE PRESENTS, That we, Publix Super Markets, Inc., a Florida Corporation, as Principal, and Travelers Casualty and Surety Company of America, 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 aggregate sum of THREE HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-FOUR AND 00/1000 Dollars ($336,874.00) (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 Publix at Thompson Nursery project located at 8710 West LK Ruby Drive, Winter Haven, FL 33884 (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 July 31, 2026, 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:

Travelers Casualty and Surety Company of America
ONE TOWER SQUARE
HARTFORD, CT 06183

The Principal:
Publix Super Markets, Inc.
Vice President of Real Estate Strategy
3300 Publix Corporate Parkway
Lakeland, Florida 33811-3311

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 25th DAY OF June, 2025,
(the date of issue by the Surety).

PRINCIPAL:

Witness

Name of Corporation

Lainee Mitchell

Printed Name

PUBLIX SUPER MARKETS, INC.,

a Florida corporation

Witness

By:

Alyssa Marasco

Printed Name

Printed Name Bridgid A. O'Connor
Title: Vice President of Real Estate Strategy
(SEAL)

PUBLIX SUPER MARKETS, INC. INCORPORATED DEC 27, 1921 SEAL FLORIDA

SURETY:

Witness

Travelers Casualty and Surety Company of America

Makayla Alexis

Printed Name

Name of Corporation

Witness

By:

Destini Watson

Printed Name

Michelle Anne McMahon

Printed Name
Title: Attorney-in-Fact
(SEAL)

(Attach power of attorney)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michelle Anne McMahon** of **HARTFORD**, **Connecticut**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **25th** day of **June**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Engineers, Land Planners and Construction Managers
5904 Hillside Heights Drive • Lakeland, FL 33812
Phone: (863) 619-6131 • Facsimile: (863) 619-6103
www.jsk-consulting.com

ENGINEER'S COST ESTIMATE

March 26, 2025

Ms. Chrissy Irons
Polk County BoCC
330 W Church Street
Bartow, FL 33830

RE: Publix at Traditions
Polk County Project Number: LDROW-2024-78
JSK Consulting Project Number: 115.01A

Dear Chrissy:

The purpose of the Engineer's Cost Estimate is to help secure a Performance Bond for the construction of the captioned project. Construction shall be in accordance with the Approved Construction Plans as part of LDROW-2024-78.

General Conditions

Description	Unit Measure	Unit Price	Estimated Quantity	Total
Mobilization	LS	$11,675	1	$11,675
Maintenance of Traffic	LS	$24,576	1	$24,576
Const Layout / As-builts	LS	$5,850	1	$5,850
Erosion Control	LS	$2,500	1	$2,500
			Sub-Total	$44,601

Paving and Striping

Description	Unit Measure	Unit Price	Estimated Quantity	Total
2" SP 9.5 Asphalt	SY	$34	1,630	$55,420
8" Lime Rock Base	SY	$23.50	1,930	$45,355
12" Stabilized Subgrade	SY	$12	2,230	$26,760
Striping and Signage	LS	$24,497	1	$24,497
Earthwork	LS	$16,800	1	$16,800
Flat-Work	LS	$24,500	1	$24,500

Description	Unit Measure	Unit Price	Estimated Quantity	Total
Prime & Sand	SY	$1.50	1,930	$2,895
			Sub-Total	$196,227

Demo, Site Clearing, Excavation & Final Grading

Description	Unit Measure	Unit Price	Estimated Quantity	Total
Site Prep / Demo	LS	$53,621	1	$53,621
			Sub-Total	$53,621

Miscellaneous

Description	Unit Measure	Unit Price	Estimated Quantity	Total
Sod ROW	LS	$6,800	1	$6,800
As-Builts, Engineer's Certification and Subdivider's Guarantee	LS	$5,550	1	$5,550
			Sub-Total	$12,350
			Total	$306,249
			GRAND TOTAL @110%	**$336,874**

The aforementioned work is estimated at **Three Hundred Thirty-Six Thousand Eight Hundred and Seventy-Four Dollars ($336,874)**. This opinion of probable construction cost shall serve as the basis for obtaining a bond for these unfinished items. If you have any questions or need any information, please let our office know.

Sincerely,

JSK CONSULTING

Matthew K. Johnson, PE
President

Agenda Item R.17. 9/2/2025

SUBJECT

Accept Performance Surety in the amount of $40,985.00 in the form of Performance Bond No. 72741432 for TLE Clubhouse Road. (No Fiscal Impact)

DESCRIPTION

This request is to accept Performance Surety Bond No. 72741432 in the amount of $40,985.00 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. 72741432 in the amount of $40,985.00 for TLE Clubhouse Road.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

COMMERCIAL PERFORMANCE BOND

Bond No. 72741432

KNOWN ALL MEN BY THESE PRESENTS, That we, US98 CH Partners, LLC, as Principal, and WESTERN SURETY COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of South Dakota 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 Forty Thousand Nine Hundred Eighty Five and 00/100 ($ 40,985.00) 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 TLE Clubhouse Rd (Lakeland), 185 LF of Mill and Overlay of Existing Pavement project located at 5469 3rd St, Highland City, FL 33846 (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 October 31, 2026, 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:
WESTERN SURETY COMPANY
151 North Franklin, 17th Floor
Chicago, IL 60606

The Principal:
US98 CH Partners, LLC
320 W Kennedy Blvd
Tampa, FL 33606

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 25th DAY OF June, 20 25,
(the date of issue by the Surety).

Witness

Fayez Alameer
Printed Name

Witness

Pamela Solomon
Printed Name

PRINCIPAL:

US98 CH Partners, LLC
Name of Corporation

By:

Eric E Muller
Printed Name
Title: MANAGER
(SEAL)

Witness

Fayez Alameer
Printed Name

Witness

Pamela Solomon
Printed Name

SURETY:

WESTERN SURETY COMPANY
Name of Corporation

By:

MICHAEL ANDREW SUAREZ, Attorney in Fact
Printed Name
Title:
(SEAL)

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

(Attach power of attorney)

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72741432

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint MICHAEL ANDREW SUAREZ

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: US98 CH Partners, LLC

Obligee: POLK COUNTY LAND DEVELOPMENT DIVISION

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, 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."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72741432 is not issued on or before midnight of June 25th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 25th day of June, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 25th day of June, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA

Notary Public - South Dakota

My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws 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 seal of Western Surety Company this 25th day of June, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

July 18, 2025

Polk County
Land Development Division
Via ACELA upload

RE: Surety Application No. LDSUR-2025-94
Engineer Cost Estimate for Site Permit No. LDNON-2024-148

To whom it may concern,

Following is the cost breakdown for the proposed improvements within the Central Ave. right-of-way in unincorporated Polk County for the referenced project as well as the bond amount:

Mill & Overlay Cost Estimate for TLE - Central Avenue				
Description	**Unit**	**# of Units**	**Unit Cost**	**Subtotal**
Mill & Overlay	SY	500	$45.00	$22,500.00
MOT	LS	1	$2,500.00	$2,500.00
Restripe	LS	1	$7,500.00	$7,500.00
Restore Sod	SF	2250	$0.65	$1,462.50
Contingency	LS	1	$3,296.50	$3,296.50
Total =				**$37,259.00**
Polk Co. Surety Bond (110%) Cost =				**$40,985.00**

If you have any questions regarding this matter, please do not hesitate to contact me or Russell Ottenberg at 813.463.3344.

Sincerely,
Planeng, Inc.

Digitally signed by Jay M. Gill
DN: CN=Jay M. Gill, O="PLANENG, INC.", SERIALNUMBER=AATL20230629004414, L=Pensacola, S=Florida, C=US
Date: 2025.07.23 07:54:31-05'00'

JAY M. GILL LICENSE No. 60879 STATE OF FLORIDA PROFESSIONAL ENGINEER

Jay M. Gill, State of Florida, Professional Engineer, License No. **60879**. This item has been digitally signed and sealed by Jay M. Gill, 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.

Jay M. Gill, P.E.

Polk County

Board of County Commissioners

Agenda Item R.18. 9/2/2025

SUBJECT

Approve the release of a warranty and surety in the amount of $310,960.38 in the form of Maintenance Bond No. GM204422 for Astonia Phases 2 & 3. (No Fiscal Impact)

DESCRIPTION

On May 2, 2023, the Board accepted Maintenance Bond No. GM204422 in the amount of $310,960.38. A warranty inspection was performed on July 17, 2025, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. GM204422 in the amount of $310,960.38.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. GM204422 in the amount of $310,960.38 for Astonia Phases 2 & 3.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Astonia Phase 2 & 3 – LDSUR-2023-4

Road Name:

Engineering Firm / Engineer of Record: Bryan Hunter, P.E. – Hunter Engineering

Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $310,960.38	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 7/17/2025

RESIDENTIAL MAINTENANCE BOND

Bond No. GM204422

KNOWN ALL MEN BY THESE PRESENTS, That we, Ernie Caldwell Properties, 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 Three Hundred Ten Thousand, Nine Hundred Sixty and 38/100** ($310,960.38) 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 the Astonia platted subdivision Ph2 & Ph3 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.

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 date of the Obligee's acceptance of the Improvements (the "Warranty Period") in the approved platted subdivision known as Astonia Ph2 & Ph3, against all loss that Obligee may sustain resulting from defects in construction, design, or materials; and

2. If the Principal shall correct within the Warranty Period any failure, deterioration, or damage existing in the Improvements so that the Improvements thereafter comply with the technical specifications contained in the LDC;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at: Great Midwest Insurance Company
800 Gessner Rd, Suite 600
Houston, TX 77024

The Principal at: Ernie Caldwell Properties, LLC
4900 Dundee Rd
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

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 13th day of February, 2023.

Witness

Dottie Mobley
Printed Name

Witness

Haley Carson
Printed Name

PRINCIPAL:

Ernie Caldwell Properties, LLC
Name of Corporation

By:

Harold R Baxter
Printed Name
Title:
(SEAL)

Witness

Cory Chandler
Printed Name

Witness

Michael W. Brown
Printed Name

SURETY:

Great Midwest Insurance Company
Name of Corporation

By:

Jo M Chonko
Printed Name
Title: Attorney-in-Fact
(SEAL)

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

(Attach power of attorney)

Initials

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 October, 2018 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 Ten Million dollars ($10,000,000.00), 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 facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile 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 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

ACKNOWLEDGEMENT

On this 11th day of February, 2021, 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.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY _____
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 13th Day of February, 2023.

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL

BY _____
Leslie K. Shaunty
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.

Agenda Item R.19. 9/2/2025

SUBJECT

Approve the release of a warranty and surety in the amount of $14,304.00 in the form of Maintenance Bond No. LICX1203236 for Hallam Preserve J Offsite Paving. (No Fiscal Impact)

DESCRIPTION

On May 2, 2022, the Board accepted Maintenance Bond No. LICX1203236 in the amount of $14,304.00. A warranty inspection was performed on July 17, 2025, concerning all items listed in the engineer's cost estimate. These items have been completed to the satisfaction of Polk County. The Land Development Division requests the Board release Maintenance Bond No. LICX1203236 in the amount of $14,304.00.

RECOMMENDATION

Request Board approve the release of Maintenance Bond No. LICX1203236 in the amount of $14,304.00 for Hallam Preserve J Offsite Paving.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908

WARRANTY INSPECTION FORM

Subdivision Name: Hallam Preserve J Offsite Paving LDSUR-2022-6

Road Name:

Engineering Firm / Engineer of Record: Daniel P. Kovacs, P.E.

Contractor:

Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	

Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage C. Perimeter Swales:	

Utility Items:	Condition / Remarks
A. Amount Security: $14,304	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	

Inspector: Tim Bearden

Date: 7/17/2025

RESIDENTIAL MAINTENANCE BOND

Bond No. 41K235479

KNOWN ALL MEN BY THESE PRESENTS, That we, LM Properties of Polk County, Inc, as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of NH 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 Fourteen Thousand Three Hundred Four & 00/100 ($ 14,304.00) 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 the Hallam Preserve West J-Street Improvements 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.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of Three (3) year(s) following the date of the Obligee's acceptance of the Improvements (the "Warranty Period") in the approved platted subdivision known as Hallam Preserve West J-Street Improvements, against all loss that Obligee may sustain resulting from defects in construction, design, or materials; and

2. If the Principal shall correct within the Warranty Period any failure, deterioration, or damage existing in the Improvements so that the Improvements thereafter comply with the technical specifications contained in the LDC;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:
LIBERTY MUTUAL SURETY
9721 Executive Center Drive, Suite 105
St. Petersburg, Florida 33702

The Principal at:
LM Properties of Polk County, Inc
1925 East Edgewood Drive, Suite 100
Lakeland, Florida 33803

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]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 1 day of March, 20 22.

Witness

Austin Evans
Printed Name

Witness

Berenise Fortuna
Printed Name

PRINCIPAL:

LM Properties of Polk County, Inc
Name of Corporation

By:

Greg Masters
Printed Name
Title: President
(SEAL)

Witness

Candy Wagner
Printed Name

Witness

Taylor Wagner
Printed Name

SURETY:

THE OHIO CASUALTY INSURANCE COMPANY
Name of Corporation

By:

Daniel F. Wagner
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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201369**

POWER OF ATTORNEY

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, Daniel F. Wagner, Taylor Wagner

all of the city of Lakeland state of FL 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 5th day of June, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of June, 2019 before me personally appeared David M. Carey, 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 King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
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 David M. Carey, Assistant Secretary to appoint such attorneys-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 1 day of March, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Polk County

Board of County Commissioners

Agenda Item R.20. 9/2/2025

SUBJECT

Approve the release of a surety in the amount of $1,999,648.70 in the form of Performance Bond No. 024271742 for Hancock Crossing. (No Fiscal Impact)

DESCRIPTION

On February 6, 2024, the Board accepted a performance surety bond in the amount of $1,999,648.70 for miscellaneous construction items. Inspections were performed concerning the miscellaneous construction items, until the recorded annexation to City of Bartow on April 26, 2024. The Land Development Division requests the Board release Performance Bond No. 024271742 in the amount of $1,999,648.70.

RECOMMENDATION

Request Board approve the release of Performance Bond No. 024271742 in the amount of $1,999,648.70 for Hancock Crossing.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polk-county.net <mailto:chrissyirons@polk-county.net>

PERFORMANCE BOND Bond No. 024271742

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 (the "County"), as Obligee, in the sum of One million nine hundred ninety nine thousand six hundred forty eight and 70/100 ($ 1,999,648.70) 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 Hancock Crossing 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 June 30, **20** 24 (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:

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 32819

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 18th DAY OF October, 20 23,
(the date of issue by the Surety).

Paul Thomas
Witness

PAUL THOMAS
Printed Name

Witness

Stephen White
Printed Name

PRINCIPAL:

KB Home Orlando LLC
Name of Corporation

By: James Makransky
Printed Name
Title: VP of Finance
(SEAL)

PRINCIPAL

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19th day of October, 2023, by James Makransky as Vice President (*title of officer*) of Finance KB Home Orlando 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)

CHAD D HARVEY
MY COMMISSION EXPIRES 03-06-2026
NOTARY PUBLIC
COMM. # HH 236703
STATE OF FLORIDA

Notary Public
Print Name Chad D. Harvey
My Commission Expires 3/6/2026

SURETY:

Witness

Mechelle Larkin
Printed Name

Witness

Brenda Wong
Printed Name

Liberty Mutual Insurance Company
Name of Corporation

By:

My Hua, Attorney-in-Fact
Printed Name
Title:
(SEAL)

(ATTACH POWER OF ATTORNEY)

See attached California All Purpose Acknowledgment

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____ as _____ (*title of officer*) of _____ (*entity name*), on behalf of the on behalf of the Surety, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires _____

CALIFORNIA ALL-PURPOSE 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 Orange)

On OCT 18 2023 (DATE) before me, Kathy R. Mair, Notary Public ([Name of Notary Public and Title "Notary Public"]),

personally appeared My Hua ([Name(s) of Signer(s)]),

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.

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2355508
My Comm. Expires May 22, 2025

Signature of Notary Public

Place Notary Seal Above

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☒ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☐ Attorney-in-Fact
- ☐ Trustee ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208696-024017

POWER OF ATTORNEY

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, Tenzer V. Cunningham; Sokha Evans; Martha Gonzales; My Hua; Mechelle Larkin; Kathy R. Mair; Jeffrey Strassner; Brenda Wong

all of the city of Los Angeles state of CA 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 7th day of September, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of September, 2022 before me personally appeared David M. Carey, 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 David M. Carey, Assistant Secretary to appoint such attorneys-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 _____ day of OCT 18 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

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.

Polk County

Board of County Commissioners

Agenda Item R.21. 9/2/2025

SUBJECT

Approve the release of a surety in the amount of $319,864.96 in the form of Performance Bond No. 024273476 for Wilder Pines. (No Fiscal Impact)

DESCRIPTION

On March 5, 2024, the Board accepted a performance surety bond in the amount of $319,864.96 for miscellaneous construction items. An inspection was performed on October 3, 2024, 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. 024273476 in the amount of $319,864.96.

RECOMMENDATION

Request Board approve the release of Performance Bond No. 024273476 in the amount of $319,864.96 for Wilder Pines.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Chrissy Irons

Land Development

863-534-6493

chrissyirons@polk-county.net

PERFORMANCE BOND

Bond No. 024273476

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, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Three Hundred Nineteen Thousand Eight Hundred Sixty-four and Ninety Six cents ($319,864.96) 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 Wilder Pines 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 Wilder Pines subdivision in accordance with the Plans and LDC by July 1, 20 24 (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:

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 32819

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]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 18th day of January, 20_24_.

Witness

Chad Harvey
Printed Name

Witness

Christopher Purpura
Printed Name

PRINCIPAL:

KB Home Orlando LLC
Name of Corporation

By:

James McKinley
Printed Name
Title: VP of Finance
(SEAL)

Witness

Claire Trinidad
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 1/18/2024 before me, M.Gonzales , 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 M.Gonzales

M.Gonzales, Notary Public

M. GONZALES
Notary Public - California
Los Angeles County
Commission # 2376493
My Comm. Expires Oct 5, 2025

Liberty Mutual. SURETY

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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

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 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, 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 King of Prussia, 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 David M. Carey, 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 18th day of January, 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.

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005

POLK COUNTY

PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Rebecca Spangler, Project Coordinator

From: Marty Waring, Inspector

Project Name: Wilder Pines

Project #: LDRES-2022-67 PCUMD Project # 2022-14-30-0

DATE: 10/03/2024

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.

COMMISSIONERS: George Lindsey III • Rick Wilson, Vice Chair • Bill Braswell, Chair • Martha Santiago • Neil Combee

Polk County

Board of County Commissioners

Agenda Item R.22. 9/2/2025

SUBJECT

Approve the release of $162,618.90 of a $183,053.75 cash Maintenance Surety, leaving a balance of $20,434.85 for Fantasy Island Resort. (No Fiscal Impact)

DESCRIPTION

On April 5, 2022 the Board accepted a cash Maintenance Surety in the amount of $835,755.80 for miscellaneous construction items. On May 3, 2022, the Board released $494,430.80, reducing the cash surety to $341,325. On September 6, 2022 the Board released $158,271.25, reducing the cash surety to $183,053.75. This request is to release $162,618.90, reducing the cash surety to $20,434.85. The Land Development Division completed the Final Inspection on 8/7/2025. The Land Development Division requests the Board release $162,618.90 and leaving a balance of $20,434.85 cash surety for the Maintenance Bond.

RECOMMENDATION

Request Board approve the release $162,618.90 of the cash surety for Fantasy Island Resort.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Rita Karacson

Land Development Division

863-534-6794

ritakaracson@polk-county.net <mailto:ritakaracson@polk-county.net>

SPECTRA ENGINEERING & RESEARCH, INC.
1315 E Lafayette Street, Suite B, Tallahassee, FL 32301 • Tel: 850-656-9834 • Fax: 850-942-2717
4401 Vineland Road-Suite A6, Orlando, Florida 32811 • Tel: 407-951-8844 • Fax: 850-942-2717

ENGINEER'S OPINION OF PROBABLE COST
FANTASY ISLAND RESORT 302 RONALD REAGAN PARKWAY

Public Infrastructure (Water & Sanitary Sewer)

	Item	Units	Total Quantity	Unit Cost	Cost
1	4" SANITARY	LF	38	$ 40.90	$ 1,554.20
2	4" GATE	EA	1	$ 740.00	$ 740.00
3	4" X 24" TAP AND VALVE	EA	1	$ 1,600.00	$ 1,600.00
4	8" PVC (MAIN)	LF	74.00	$ 58.00	$ 4,292.00
5	8" X 16" TAP VALVE	EA	1	$ 1,600.00	$ 1,600.00
6	4" WATER	LF	73	$ 48.00	$ 3,504.00
8	8" PVC GRAVITY	LF	494	$ 54.38	$ 26,863.72
9	6" PVC GRAVITY	LF	130	$ 40.90	$ 5,317.00
10	MANHOLE	EA	3	$ 4,000.00	$ 12,000.00
11	LIFT STATION PACKAGE	EA	1	$32,750.00	$ 32,750.00
12	4" MJ VALVE	EA	1	$ 895.00	$ 895.00
13	2" POLY (DOMESTIC)	LF	51	$ 32.10	$ 1,637.10
14	6" PVC (FIRE)	LF	51	$ 60.50	$ 3,085.50
15	8" PVC (MAIN)	LF	629	$ 58.00	$ 36,482.00
16	FIRE HYDRANT ASSEMBLY	EA	2	$ 5,200.00	$ 10,400.00
17	8 " GATE VALVE W/ BOX	EA	1	$ 755.00	$ 755.00
18	2" METER SETS	EA	3	$ 855.00	$ 2,565.00
19	2" BACKFLOW ASSEMBLY	EA	3	$ 850.00	$ 2,550.00
20	8" MASTER METER ASSEMBLY	EA	1	$10,000.00	$ 10,000.00
21	MISC FITTINGS	LS	1	$ 250.00	$ 250.00
22	TESTING	LS	1	$ 875.00	$ 875.00
				Total	$ 159,715.5
	Public Infastucture (Within ROW)				
1	18" RCP	LF	99	$ 48.00	$ 4,752.00
2	FDOT P-1 INLET	EA	2	$ 7,500.00	$ 15,000.00
3	12" STABILIZED	SY	80	$ 30.00	$ 2,400.00
4	6" CONCRETE PAVEMENT	CY	14	$ 35.00	$ 490.00
5	D CURB	LF	370	$ 15.00	$ 5,550.00
6	E CURB	LF	67	$ 15.00	$ 1,005.00
7	VALLEY CURB	LF	83	$ 7.00	$ 581.00

SPECTRA ENGINEERING & RESEARCH, INC.
1315 E Lafayette Street, Suite B, Tallahassee, FL 32301 • Tel: 850-656-9834 • Fax: 850-942-2717
4401 Vineland Road-Suite A6, Orlando, Florida 32811 • Tel: 407-951-8844 • Fax: 850-942-2717

8	CROSSWALK	LS	1	$ 800.00	$ 800.00
9	STRIPING AND SIGNAGE	LS	1	$ 750.00	$ 750.00
10	4" SIDEWALK (ROW)	SY	138	$ 42.00	$ 5,796.00
11	SODDING	SF	1	$ 4,509.00	$ 4,509.00
12	24" RCP	LF	50	$ 60.00	$ 3,000.00
				Total	$ 44,633.0
				Grand Total	$ 204,348.5
				10%- Retainage	$ 20,434.85

Cost does not include permitting, insurance, bid bonds, easements, purchases, etc.

SPECTRA ENGINEERING & RESEARCH, INC.

Peter Okonkwo
Digitally signed by Peter Okonkwo
Date: 2025.08.20 17:02:09 -04'00'

PETER OKONKWO LICENSE No. 51459 STATE OF FLORIDA PROFESSIONAL ENGINEER

Peter Okonkwo, P.E.
President

Email: Spectra@spectraengr.com
Address: 4401 Vineland Road, Suite A6
Orlando, Florida 32811

Agenda Item R.23. 9/2/2025

SUBJECT

1st Amendment to Wynnstone, Cascades, & Brentwood Infrastructure Agreement. Specifically, amending the "*Letter of Credit*" terms of the agreement with a Bond.

DESCRIPTION

This is a request to amend the "*Letter of Credit*" (LOC) terms of the Wynnstone, Cascades, & Brentwood Infrastructure Agreement between the County and Developer (Westside Haines City Community Development District). The infrastructure agreement was approved by the Board on November 21st, 2023 and involves a number of infrastructure improvements associated with Wynnstone, Cascades, & Brentwood developments. Specifically, improvements to FDC Grove Road, Park Place Boulevard, Massee Road, and Holly Hill Grove Roads 2 and 3, etc...

A "*Letter of Credit*" (No. 754018532-L001) in the amount of Five Million Forty-nine Thousand Four Hundred Eighty-Seven and 30/100 Dollars (**$5,049,487.30**) was provided by the Developer and accepted by the Board on March 5, 2024. This amount is 110% of the total costs of the improvement.

To date the Developer has completed the following work associated with the agreement, which involves clearing & grubbing; road grading and paving, engineering & surveying, and construction management. They have also completed a section of FDC Grove Road from Park Place to Sand Hill Road and improvements to Holly Hill Grove Road Two.

- $476,209.41 Site Work
- $164,630.20 Engineering
- $61,498.35 Surveying
- $105,000.00 Construction Management
- **$807,337.96 Total Costs Paid**

The proposed amendment specifically seeks to replace the "*Letter of Credit*" with a surety (performance) bond in the amount of **$4,161,415.54**, which is the remaining balance of the project at 110% (same 110% requirement as the Letter of Credit). The developer contends that replacing the

Letter of Credit with a Bond will allow them to free up capital needed for their operations while still providing surety of the project to the County.

Pursuant to Section 4.3 of the Infrastructure Agreement, the Developer is required to provide written notice to the County of any proposed amendment and no amendment to the agreement shall be binding unless in writing and formally executed by all parties. County staff has received and reviewed the Developer's request and has no objections to the proposed amendment.

RECOMMENDATION

Approve 1st Amendment to the Wynnstone, Cascades, & Brentwood infrastructure Agreement, amending the *Letter of Credit* terms to allow a surety (performance) bond in the amount of **$4,161,415.54**.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Thado N. Hays, CPM

Concurrency & Entitlements Manager

Thadohays@polk-county.net <mailto:Thadohays@polk-county.net>

FIRST AMENDMENT TO WYNNSTONE, CASCADES & BRENTWOOD INFRASTRUCTURE AGREEMENT BETWEEN POLK COUNTY AND WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT

THIS FIRST AMENDMENT ("Amendment") is hereby entered into effective as of the date last executed (the "Effective Date") by and between Polk County, a political subdivision of the State of Florida (the "County"), and WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT, a Florida limited liability company ("Developer").

RECITALS

WHEREAS, the County and Developer entered into an Infrastructure Agreement dated November 21, 2023 (the "Agreement") in connection with the Wynnstone, Cascades & Brentwood residential developments, the resultant County deficient transportation facilities, and planned roadway improvements, all as further described in the Agreement; and

WHEREAS, the Agreement required the Developer to provide an irrevocable standby *Letter of Credit* (No.754018532-L001) in the amount of Five Million Forty-Nine Thousand Four Hundred Eighty-Seven and 30/100 Dollars ($5,049,487.30), which was 110% of the Developer's proportionate share payment cost to construct the Road Improvements, as defined in the Agreement; and

WHEREAS, the Developer provided said Letter of Credit to the County within 60 days, as required under the Agreement, and the County accepted said LOC on March 5th, 2024; and

WHEREAS, the Developer has requested, and the County has agreed, to amend the terms of the Agreement to allow the Developer to replace the LOC with a payment and performance bond in the amount of 110% of the remaining cost of the Road Improvements, which equates to a surety bond in the amount of **$4,161,415.54**.

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

1. The foregoing recitals stated above are true and correct and fully incorporated herein. Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Agreement.

2. Section 3.1.5 of the Agreement is hereby amended to add the following new provision:

As an alternative to providing an irrevocable standby Letter of Credit as described immediately above, Developer may post a payment and performance bond to the County

in the amount of **$4,161,415.54**, which amount is equal to one hundred ten percent (110%) of the cost to construct the remaining Road Improvements as of the Effective Date of this First Amendment. The bond's initial expiration date must not be less than one year from the Effective Date of the First Amendment to the Agreement and must contain a provision for automatic renewal until the Road Improvements have been accepted for ownership and maintenance by the County. The County shall release the performance bond upon Developer satisfactorily completing the Road Improvements and providing all record drawings to the County. In the event Developer fails to complete the Road Improvements, the County shall have the right, but not the obligation, to file a claim against the bond. The surety on the bond shall be a surety company authorized to do business in the State of Florida, with an A.M. Best rating of A VIII or better.. The bond shall be payable to "Polk County, a political subdivision of the State of Florida" and conditioned for the prompt, faithful, and efficient performance of the Agreement according to plans and specifications and within the time period specified, and for the prompt payment of all persons furnishing labor, material, equipment, and supplies for work provided under this Agreement.

3. Exhibit "C" of the Agreement, "Infrastructure Improvements Cost Estimate," is hereby updated to reflect that portion of the Road Improvements which have been completed through the Effective Date of this First Amendment, and the remaining Road Improvements to be completed with their corresponding costs, all as set forth and described in the "Updated Infrastructure Improvements Cost Estimate" attached to this First Amendment as Schedule 1 and fully incorporated herein.

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

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

ATTEST:
STACY M. BUTTERFIELD
CLERK

By: _____
DEPUTY CLERK

Date signed by Chairman: _____

COUNTY:
POLK COUNTY, FLORIDA

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

WITNESSES:

By: _____
_____
Print Name

By: _____
_____
Print Name

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT, a Florida limited liability company`

By: _____

Print Name: _____

Title: _____

Date: _____

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office Date

SCHEDULE 1

Updated Infrastructure Improvements Cost Estimate

EXHIBIT "C" INFRASTRUCTURE IMPROVEMENT COSTS PAID TO DATE	
Site Work (FDC Extension) 313	$232,649.52
Site Work (FDC Extension) 313-Signal	$243,559.89
Engineering 313	$164,630.20
Survey – C – Infrastructure Improvement - 313	$61,498.35
Construction Management – 313	$105,000.00
TOTAL COST PAID TO DATE	**$807,337.96**

AMENDMENT TO THE LETTER OF CREDIT REQUIREMENT	
EOR's Initial Total Cost of Improvement	**Initial Letter of Credit Provided @ 110%**
$4,590,443.00	$5,049,487.30
Remaining Costs of the Improvement	**New Performance Bond Requirement at 110%**
$3,783,105.04	**$4,161,415.54**

Agenda Item R.24. 9/2/2025

SUBJECT

Request Board approve, accept and execute grant agreement with the Florida Department of Law Enforcement for the Medical Examiner Expansion project. (one-time revenue $3,000,000.00)

DESCRIPTION

In accordance with Line 1182B of the General Appropriations Act for the 2025-2026 State fiscal year, $3,000,000.00 in nonrecurring fixed capital outlay funds from the General Revenue Fund shall be provided to Polk County Board of County Commissioners for the Medical Examiner Expansion project, (HF2504) (SF1167), for allowable costs incurred during the project period.

RECOMMENDATION

Request Board approve, accept and execute grant agreement with the Florida Department of Law Enforcement in the amount of $3,000,000.00 in nonrecurring capital outlay funds provided to the Polk County Board of County Commissioners for the 10th Judicial Circuit Medical Examiner Facility Expansion & Renovation.

FISCAL IMPACT

Upon approval funds will be available in the FY 25/26 CIP Medical Examiner Expansion project.

CONTACT INFORMATION

Keith R. Tate, Director

Facilities Management Division

863-534-5511

keithtate@polk-county.net

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
Polk County Board of County Commissioners

AWARD AGREEMENT

Award Number:	MK001
Project Title:	10th Judicial Circuit Medical Examiner Facility Expansion & Renovation
Project Period:	07/01/2025-06/30/2026
Award Funds:	$3,000,000.00
FLAIR Vendor ID:	596000809
CSFA Number:	TBD

THIS AWARD AGREEMENT ("Agreement") is made and entered into by and between the Florida Department of Law Enforcement ("Department" or "FDLE") and Polk County Board, a Political Subdivision of the State of Florida ("Recipient"). The Department and the Recipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, the Department has the authority pursuant to a single, nonrecurring appropriation in the General Appropriations Act, to provide state financial assistance funds ("Award Funds") to the Recipient; and

WHEREAS, the Recipient represents that it is fully qualified and eligible to receive Award Funds and to perform the tasks identified herein in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

In accordance with Line 1182B of the General Appropriations Act for the 2025-2026 State fiscal year, $3,000,000.00 in nonrecurring fixed capital outlay funds from the General Revenue Fund shall be provided to Polk County Board of County Commissioners for the 10th Judicial Circuit Medical Examiner Facility Expansion & Renovation project, (HF2504) (SF1167), for allowable costs incurred during the project period.

Schedule of Appendices

This award is subject to the terms and conditions outlined in the following sections of the Agreement:

Appendix A – Special Conditions
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Audit Requirements for Awards of State and Federal Financial Assistance
Appendix E – Standard Terms and Conditions

Award Management

This state financial assistance award shall be managed in AmpliFund, FDLE's electronic grant management system. The Recipient Grant Manager shall be responsible for obtaining a login to AmpliFund by contacting the Lead Recipient for their agency. Contact the Department Grant Manager for assistance if your agency does not have an account with AmpliFund or if the Lead Recipient is unknown.

Scope of Work

Funding provided to the Recipient by Line 1182B of the 2025-2026 General Appropriations Act will be utilized for new construction and renovation of the existing Medical Examiner's Office in Polk County.

The Recipient will accomplish these goals by procuring a contractor to construct a new 12,000 square foot office addition, extend the existing breezeway and morgue, and renovate the existing 12,500 square foot office and morgue.

Specific tasks and activities related to this project are TBD until the third-party vendors have been selected. The Recipient will provide copies of executed agreements with each third-party vendor to the Department as the project proceeds in order to amend the Scope of Work.

Specific deliverables are outlined in **Appendix B.** Allowable costs are outlined in **Appendix C.**

Performance Reports

The Recipient shall be responsible for submitting monthly **SFA FCO Performance Reports** to the Department on the award record in AmpliFund, attesting to the progress made towards the completion of deliverables (**Appendix B**) during each calendar month of the project period (the "Reporting Period"). These reports are due no later than fifteen (15) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	7/1/2025 – 7/31/2025	8/15/2025	**7**	1/1/2026 – 1/31/2026	2/15/2026
2	8/1/2025 – 8/31/2025	9/15/2025	**8**	2/1/2026 – 2/28/2026	3/15/2026
3	9/1/2025 – 9/30/2025	10/15/2025	**9**	3/1/2026 – 3/31/2026	4/15/2026
4	10/1/2025 – 10/31/2025	11/15/2025	**10**	4/1/2026 – 4/30/2026	5/15/2026
5	11/1/2025 – 11/30/2025	12/15/2025	**11**	5/1/2026 – 5/31/2026	6/15/2026
6	12/1/2025 – 12/31/2025	1/15/2026	**12**	6/1/2026 – 6/30/2026	7/15/2026

Failure to submit performance reports by the due date may result in a withholding of future payments. Performance information provided by the Recipient will be used by the Department to compile reports for the Florida Legislature. Documentation to support the successful completion of performance must be maintained by Recipient and made available to the Department upon request. Examples of supporting documentation include but are not limited to: timesheets, activity logs, agendas, itineraries, delivery confirmations, public announcements, sign-in rosters, lesson plans, PowerPoint presentations, etc.

Financial Reports

The Recipient shall be responsible for entering individual **Expenses** on the award record in AmpliFund throughout the project period as costs are incurred. Detailed instructions are available on CJG's website: Expense Entry, Reporting Period, and Payment Request Guide. The description field for each expense must clearly identify: the name of the item or service, the quantity, the unit cost, the method of payment (check, EFT, or credit card), and the dates of service, if applicable. To submit a request for reimbursement in AmpliFund, the Recipient must complete the following three steps in order:

1. Enter Expenses on the award record.
2. Close out a Budget Reporting Period.
3. Submit a Payment Request.

Budget Reporting Periods (and **Payment Requests**** if applicable) are due on a monthly basis no later than thirty (30) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	7/1/2025 – 7/31/2025	8/30/2025	**7**	1/1/2026 – 1/31/2026	2/28/2026
2	8/1/2025 – 8/31/2025	9/30/2025	**8**	2/1/2026 – 2/28/2026	3/30/2026
3	9/1/2025 – 9/30/2025	10/30/2025	**9**	3/1/2026 – 3/31/2026	4/30/2026
4	10/1/2025 – 10/31/2025	11/30/2025	**10**	4/1/2026 – 4/30/2026	5/30/2026
5	11/1/2025 – 11/30/2025	12/30/2025	**11**	5/1/2026 – 5/31/2026	6/30/2026
6	12/1/2025 – 12/31/2025	1/30/2026	**12**	6/1/2026 – 6/30/2026	7/31/2026

*****If no expenses were incurred during the reporting period, a payment request is not required. However, the Recipient should close out the associated Budget Reporting Period.***

Supporting documentation to substantiate costs charged to the award must be uploaded to AmpliFund and redacted to protect any PII as necessary. A list of the specific supporting documentation required for payment is listed in **Appendix C.** All Payment Requests shall be reviewed and audited to the satisfaction of the Department, and additional supporting documentation may be requested by the Department Grant Manager. Examples of additional supporting documentation include but are not limited to: requisitions, purchase orders, quotes, general ledgers, fee schedules, etc.

The final Payment Request shall be submitted to the Department no later than **July 31, 2026**. Any payment due under the terms of this agreement may be withheld until all required reports have been received, and necessary adjustments have been approved by the Department. Final reconciliation and closeout of the award must be completed by both parties within forty-five (45) days of the end of the grant period.

Failure to comply with the terms and conditions of the Agreement may result in financial consequences, including but not limited to: disallowances of payment, forfeiture of funds, and/or termination of the Agreement.

Payments

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. The Department's determination of acceptable expenditures shall be conclusive.

This is a cost-reimbursement agreement. Award funds will be distributed to the Recipient in conjunction with the receipt and review of a Payment Request and all required supporting documentation. Payment Requests must be submitted in AmpliFund by the Recipient Grant Manager, Recipient CFO, or other authorized representative. By submitting a payment request, the Recipient certifies that all costs claimed for reimbursement have been incurred in accordance with the terms and conditions of the Agreement.

Payments will be disbursed in the form of paper check or warrant in accordance with section 215.422, F.S. Recipients may elect to receive direct deposit (EFT) payments by mailing a Direct Deposit Authorization Form to the Department of Financial Services (DFS). This form may be obtained on the DFS website at https://www.myfloridacfo.com/division/aa/vendors. Questions about enrolling in direct deposit shall be addressed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517 or DirectDeposit@MyFloridaCFO.com.

Recipients may review their payment history by searching the "Vendor Payment History" website maintained by DFS at https://fs.fldfs.com/dispub2/cvnhphst.htm. Instructions for searching this website may be found at: https://www.myfloridacfo.com/division/aa/training/vendors-providers under "Job Aids".

Cash Advances

If cost-reimbursement would result in financial hardship for the Recipient, a cash advance for the immediate payment of an invoice or immediate procurement of equipment/supplies may be requested. Contact the Department Grant Manager for more information if an advancement of funds is necessary.

Limitations: Cash advance requests shall be limited to no more than 25% of the total award amount unless the need for additional funding is clearly justified on the request form. Multiple cash advances are allowed; however, the Department shall not issue more than one advance at a time. Cash advances must be utilized for the approved purpose within thirty (30) days of receipt of the funds via check/warrant or EFT. The Recipient shall obtain proof of payment and reconcile the advance with the Department within forty-five (45) days of receipt of the funds via check/warrant or EFT. Any amount of funds not utilized for the intended purpose must be refunded to the Department prior to the receipt of additional funding.

Amendments

The Department may amend or modify the Agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the Recipient. The Recipient may request modifications to the Agreement by submitting a request in writing to the Department Grant Manager. The request shall include a detailed description of any change to project tasks, activities, outcomes, deliverables, services, and/or costs. Costs incurred prior to obtaining written pre-approval from the Department Grant Manager are incurred at the risk of the costs being determined as ineligible for reimbursement.

FCO awards may be extended on a case-by-case basis. Contact the Department Grant Manager if an extension is necessary.

Award Contacts

Changes to the following points of contact and/or chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

Recipient Grant Manager

Name: Keith R. Tate
Title: Facilities Management Director
Address: 2160 Marshall Edwards Drive
Bartow, FL 33830
Phone: 863-534-5511
Email: keithtate@polk-county.net

Recipient Chief Official

Name: T. R. Wilson
Title: Polk County Board of County Commissioners - Chair
Address: 330 West Church Street
Bartow, Florida 33830
Phone: 863-534-6434
Email: rickwilson@polk-county.net

Recipient Chief Financial Officer

Name: Stacy M. Butterfield, CPA
Title: Clerk of Court & Comptroller
Address: 255 North Broadway Avenue
Bartow, FL 33830
Phone: 863-534-5985
Email: stacybutterfield@polk-county.net

Florida Department of Law Enforcement (FDLE) Grant Manager

Name: Ryan Derrick
Title: Government Analyst II
Address: P.O. Box 1489
Tallahassee, FL 32302-1489
Phone: 850-617-1271
Email: ryanderrick@fdle.state.fl.us

Award Signatures

In witness thereof, the duly authorized representatives of both Parties sign this Agreement to affirm and warrant they understand the terms and conditions set forth in the Agreement, including all of the attached Appendices, as of the month, day, and year set out below.

Modifications to this page, including strikeovers or whiteout, are not permitted.

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
Polk County Board of County Commissioners

Signature: _____

Typed Name and Title: T. R. Wilson, Polk County Board of County Commissioners - Chair

Date: _____

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Additional Recipient Signatures (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Appendix A - Special Conditions

Award Number: MK001
Recipient: Polk County Board of County Commissioners
Project Title: 10th Judicial Circuit Medical Examiner Facility Expansion & Renovation
Project Period: 07/01/2025-06/30/2026

This Agreement is subject to the Special Conditions set forth below, in addition to the Standard Terms and Conditions outlined in **Appendix E**.

Condition No.	Condition Language
W0001	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for Construction, the Recipient must contact the Department to provide specific details about project activities and costs to amend the scope of work and budget.
W0002	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for third-party services, the Recipient must submit (a) an executed copy of an agreement between the Recipient and the third-party; (b) a completed Form DFS-A2-NS (Recipient/ Subrecipient vs. Vendor Determination) for the third-party, signed by the Recipient; and (c) provide documentation confirming each third-party vendor contracted with during the project period is registered with and uses the E-Verify system in accordance with Section 448.095(5), F.S.

Appendix B – Deliverables

Award Number: MK001
Recipient: Polk County Board of County Commissioners
Project Title: 10th Judicial Circuit Medical Examiner Facility Expansion & Renovation
Project Period: 07/01/2025-06/30/2026

The total amount paid for these deliverables will not exceed the total amount of the award.

Deliverable 1	The Recipient will use funds to procure a contractor for new construction and renovation of the existing Medical Examiner's Office in Polk County.
Minimum Performance Criteria:	Minimum performance will be the completion of at least one project activity outlined in the agreement between the Recipient and the third-party. Documentation required for payment includes an attestation of activities completed through the submission of the payment request.
Financial Consequences:	Failure to meet minimum performance criteria will result in the disallowance of costs.
Deliverable Price:	Total payments for this deliverable will be approximately $3,000,000.00

Appendix C – Approved Budget

Award Number: MK001
Recipient: Polk County Board of County Commissioners
Project Title: 10th Judicial Circuit Medical Examiner Facility Expansion & Renovation
Project Period: 07/01/2025-06/30/2026

Budget Category	Total
D. Equipment	$0.00
E. Supplies	$0.00
F. Consultants/Contracts	$0.00
G. Construction	$3,000,000.00
H. Other Costs	$0.00
TOTAL	**$3,000,000.00**

Standard Budget Terms

(a) All expenditures of state financial assistance must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the project. The Department's determination of allowability shall be conclusive.

(b) The Department shall disallow payment of any costs with an uncleared "Withholding of Funds" condition (**Appendix A**). Payment shall be withheld until the requirements of the condition have been met and the condition has been cleared with an amendment.

(c) This is a cost-reimbursement award. Proof of payment is required for all expenditures. Acceptable forms of proof of payment include: copies of processed checks, front and back; credit card statements showing a charge has posted to the account; or bank statements showing funds have been withdrawn from an account.

(d) Invoices for goods must include, for each item: a name/description, number of units, and cost per unit. Invoices for services must contain the dates of service, description of services, number of units, and cost per unit.

(e) Sensitive or personally identifying information (PII) such as home addresses and social security numbers must be redacted from supporting documentation.

(f) All quantities, rates, and costs listed below are estimates based on the information available at the time of application or amendment.

Construction - $3,000,000.00

All contractor invoices must comply with the requirements outlined in this section. Subcontracts must comply with the requirements of Appendix D, Section V.

$3,000,000.00 is allocated to procure a contractor for new construction and renovation of the existing Medical Examiner's Office in Polk County.

Specific activities and costs for these services are TBD until a vendor has been selected and a fully executed copy of the agreement has been provided to the Department.

The following documentation shall be provided to the Department with each payment request to substantiate costs charged to the grant: itemized invoices, proof of payment, and copies of all documentation required by the Recipient to verify the minimum performance criteria has been met.

Appendix D – Audit Requirements for Awards of State and Federal Financial Assistance

The administration of resources awarded by the Department of Law Enforcement ("Department") to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other than federal entities).

PART II: STATE FUNDED

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local

governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the Department that are solely a matter of Department policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, the Department may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the Department must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov/) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Recipient directly to each of the following:
    a. The Department at the following email address:

        Electronic copy:
        OCJGSFA@fdle.state.fl.us

    b. The Auditor General's Office at each of the following addresses:

        Electronic copy:
        The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

        and

        Paper (hard copy):
        Auditor General
        Local Government Audits/342
        Claude Pepper Building, Room 401
        111 West Madison Street
        Tallahassee, Florida 32399-1450

3. Documentation required by Part III of this form, if applicable, shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.
4. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

FEDERAL RESOURCES: N/A

STATE RESOURCES:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

1. **Matching Resources for Federal Programs: N/A**
2. **Subject to section 215.97, F.S:**
   - **A. State Project:**

State Awarding Agency	State of Florida, Department of Law Enforcement
State Project Title	10th Judicial Circuit Medical Examiner Facility Expansion & Renovation
CSFA Number	TBD
Award Number	MK001
Award Amount	$3,000,000.00

3. **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**
   - **A. State Project:** The compliance requirements for Award MK001 are outlined in the award agreement.

Appendix E – Standard Terms and Conditions

The following terms and conditions will be binding upon the execution of this Agreement between the Department and the Recipient. In the event that any of the information provided in this Appendix changes after the execution of this Agreement, the Department shall provide written notice of such changes to the Recipient. A formal amendment to the Agreement is not required.

SECTION I: GOVERNING LAWS OF THE STATE OF FLORIDA

This Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations in accordance with the terms and conditions of this Agreement.

A. Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the Legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

B. Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

C. Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this Agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

D. Sponsorship: If the Recipient is a nongovernmental organization (a nonprofit or for-profit) that sponsors a program that is financed wholly or in part by State funds, including funds obtained through this Agreement, it shall, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Recipient’s name) and the State of Florida.” If the sponsorship reference is in written material, the words “State of Florida” shall appear in the same size letters or type as the name of the Recipient. The Department’s name, logos, or emblems shall not be utilized.

E. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines, section 112.061, F.S.

F. Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such a person’s ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

G. E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or

county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

H. Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

I. Non-Disclosure Agreements: Recipients may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

J. Disputes and Appeals: Unless otherwise stated in this Agreement, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

K. Insurance: The Recipient shall provide and maintain at all times during this Agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this Agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this Agreement. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of the Agreement.

L. Intellectual Property Rights: Where activities supported by this Agreement result in the creation of intellectual property rights, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

M. Prohibited Vendor Lists: The Recent may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any of these lists, the Department may unilaterally terminate this Agreement. These lists are maintained by the Department of Management Services on their website: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

1. The “Convicted Vendor List”, pursuant to section 287.133, F.S.
2. The “Discriminatory Vendor List”, pursuant to section 287.134, F.S.
3. The “Forced Labor Vendor List”, pursuant to section 287.1346, F.S.
4. The “Scrutinized List of Prohibited Companies”, pursuant to section 287.135, F.S.
5. The “Suspended Vendor List”, pursuant to section 287.1351, F.S.
6. The “Antitrust Violator Vendor List”, pursuant to section 287.137, F.S.

SECTION II: FUNDING AND PAYMENT CONSIDERATIONS

A. Funding Requirements: Pursuant to section 215.971(1), F.S.:

1. The Recipient may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the project period.
2. The Recipient shall refund to the Department any balance of unobligated funds that were advanced or paid to the Recipient.
3. The Recipient shall refund to the Department all funds received in excess of the amount to which the Recipient or its subrecipients are entitled under the terms and conditions of this Agreement.

B. Compensation: This is a cost-reimbursement agreement. This Agreement shall not exceed the award amount, and payment shall only be issued by the Department after acceptance of the Recipient’s performance as set forth by the terms and conditions of this Agreement. The State of Florida’s obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

C. Payment Process: Subject to the terms and conditions established in this Agreement, the Department agrees to pay the Recipient in accordance with section 215.422, F.S.

D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the State. While enrollment is not required, the Recipient may choose to enroll by submitting an authorization form to the Department of Financial Services. Copies of the authorization form and a sample blank enrollment letter may be obtained at: https://www.myfloridacfo.com/division/aa/vendors. Once enrolled, payments under this Agreement will be made by EFT. Questions about the enrollment process should be directed to the EFT section of the Department of Financial Services at (850) 413-5517.

E. Financial Management: The Recipient agrees to maintain all financial records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds for each award, project, and/or subrecipient. The Recipient must provide copies of their general ledgers and schedule of accounts to the Department upon request for monitoring purposes.

F. Expenditures: All expenditures must be in compliance with the laws, rules, and regulations applicable to the expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures maintained by the Department of Financial Services.

G. Taxes: The Department is exempt from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Recipient, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Recipient be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Recipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this agreement.

H. Invoices: Invoices submitted to the Department as supporting documentation for payment must fulfill all of the requirements for invoices outlined in the Reference Guide for State Expenditures These requirements are summarized in Appendix C of this Agreement.

I. Advance Payments: While this is primarily a cost-reimbursement agreement, the Recipient may be eligible to receive an advancement of funds (a cash advance) for immediate payables. The Recipient shall provide written justification for imminent need of funding to the Department Grant Manager, accompanied by the invoice(s) to be paid. The Recipient will be notified of the Department's decision to approve or deny the request in writing. If approved, advanced funds must be utilized to pay the approved invoice(s) within thirty (30) days of receipt of the funds via check/warrant or EFT. The cash advance must be reconciled with the Department within forty-five (45) days of receipt of the funds. The Department may choose, at its sole discretion, to withhold all payments owed to the Recipient until an outstanding cash advance has been reconciled.

J. Final Payment Request: If the Recipient fails to submit the final payment request to the Department by the deadline specified in the Scope of Work, or within 45 days of the end date of the Agreement, the Department may, at its sole discretion, consider the Recipient to have forfeited any and all rights to payment under this Agreement.

SECTION III: RETURN OR RECOUPMENT OF FUNDS

A. Refunds: If the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall contact the Department within seven (7) calendar days after the date of discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Recipient in writing. The Department will provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within thirty (30) calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts
Post Office Box 1489
Tallahassee, FL 32302-1489

Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. If an overpayment is discovered while the Agreement is still active, the Department may choose to recoup the overpayment from monies owed to the Recipient under this Agreement.

B. Recoupment of Funds: If the Recipient's noncompliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Recipient under this Agreement. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement, the Recipient shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

SECTION IV: DUTY OF DISCLOSURE OF LEGAL PROCEEDINGS AND INSTANCES OF FRAUD

A. Legal Proceedings: Prior to the execution of this Agreement, the Recipient shall disclose in writing all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively "Proceedings") involving this Agreement, including any Proceedings that involve subrecipients or contractors performing work under this Agreement. Thereafter, the Recipient has a continuing duty to promptly disclose all Proceedings upon occurrence.

B. Duty of Disclosure: This duty of disclosure applies to each officer and director of the Recipient, as well as to each officer and director of subrecipients or contractors performing work under this Agreement, for any Proceeding that relates to an officer's or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such Proceeding causes the Department concern about Recipient's ability or willingness to perform work under the Agreement, then upon the Department's request, the Recipient shall provide to the Department Grant Manager all reasonable assurances that: (a) the Recipient will be

able to perform work under the Agreement in accordance with its terms and conditions; and (b) the Recipient and/or its employees, agents, subrecipients, or contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such Proceeding while performing work under this Agreement.

C. Notification of Instances of Fraud: Upon discovery, the Recipient shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, or an agent, contractor, or employee of the Recipient, to the Department Grant Manager in writing within 24 chronological hours.

SECTION V: MANDATORY DISCLOSURE REQUIREMENTS

A. Conflict of Interest: This Agreement is subject to chapter 112, F.S. . The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Recipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Recipient or its affiliates.

B. Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in section 286.101, F.S.. Pursuant to section 286.101(7), F.S., "In addition to any fine assessed under section 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

SECTION VI: PUBLIC RECORDS REQUIREMENTS

Recipients who fail to provide Public Records to the Department within a reasonable amount of time may be subject to penalties under section 119.10, F.S.

A. Public Records Law: The Recipient must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Recipient in conjunction with the Agreement (“Public Records”), unless the Public Records are exempt from public access pursuant to chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (“Public Records Law”). For the purposes of this Agreement, the Recipient is responsible for becoming familiar with Florida’s Public Records Law. The Recipient must provide copies of all requested documentation to the Department within ten (10) business days of the date of the request. The Department may unilaterally terminate the Agreement if the Recipient refuses to allow public access to Public Records as required by Public Records Law.

B. Public Records Requests: All requests to inspect or copy Public Records relating to the Agreement must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Agreement is governed by Public Records Law.

C. Exemption from Public Records: If the Recipient has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the Recipient claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. Only the portions of the records that the Recipient claims are Confidential or Trade Secret shall be redacted. If the Recipient fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

D. Requests for Redacted Records: If the Department receives a Public Records request for records that include those marked as "Confidential" or "Trade Secret", the Department will provide the Recipient-

redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Recipient that such an assertion has been made. It is the Recipient's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Recipient claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of records the Recipient claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Recipient shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department. If the Recipient claims that the records are Trade Secret pursuant to section 624.4213, F.S., and if all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

E. Records Transfer: If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See:
https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT PUBLIC RECORDS AT:

Telephone:	**(850) 410-7676**
Email:	**publicrecords@fdle.state.fl.us**
Mailing Address:	**Florida Department of Law Enforcement,** **Office of Open Government, Public Records Section** **P.O. Box 1489** **Tallahassee, FL 32302-1489**

SECTION VII: NONEXPENDABLE PROPERTY

For the purposes of this section, "property" means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature.

A. Compliance: The requirements of this section apply to property owned by governmental units as defined by section 274.01, F.S., and not to for-profit or nonprofit organizations. However, these organizations are encouraged to establish and administer a property management system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

B. Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts).

C. Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

D. Property Records: All nonexpendable property purchased under this Agreement shall be listed on the property records of the Recipient. The Recipient shall inventory annually and maintain accounting records for all nonexpendable property purchased. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), dates of acquisition, and the current condition of the item.

SECTION VIII: PURCHASE OF, OR IMPROVEMENTS TO, REAL PROPERTY

A. Security Interest: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, the Recipient shall grant the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of improvements to the real property for five (5) years from the date of purchase or the completion of improvements or as further required by law.

B. Expiration of Security Interest: Upon the expiration date of the Agreement, the Recipient shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: (a) the Recipient is not sold, merged, or acquired; (b) the real property subject to the improvements is owned by the Recipient; and (c) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of expiration of this Agreement, the Recipient is unable to satisfy these requirements, the Recipient shall notify the Department in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, the Department shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to the Recipient under this Agreement.

SECTION IX: SUBAWARDS, CONTRACTS, AND ASSIGNMENTS

A. Allowability: Unless otherwise specified in this Agreement or through prior written approval of the Department, the Recipient may not: (a) Subgrant any of the funds provided to the Recipient by the Department under this Agreement; (b) contract its duties or responsibilities under this Agreement out to a third party; or (c) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so.

B. Recipient Responsibilities: The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department approves the Recipient's request to subgrant, contract, or assign any or all of the work to be performed under this Agreement, it is understood by the Recipient that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the vendor's compliance with applicable state and federal laws. The Recipient agrees that all subrecipients performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Recipient further agrees that the Department shall not be liable to the vendor for all expenses and liabilities incurred under the contract and that the Recipient shall be solely liable to the vendor for all expenses and liabilities incurred under the contract. The Recipient, at its expense, will defend the Department against such claims.

C. Subrecipient Responsibilities: Subrecipients of state financial assistance are obligated to comply with the requirements outlined in this Agreement for monitoring, auditing, records retention, and financial reporting outlined in the attached Appendix to this Agreement. The Recipient shall include the aforementioned requirements in all approved subrecipient contracts and assignments.

D. Subrecipient Agreements: Pursuant to section 215.971, F.S., agreements with subrecipients performing work under this award shall include, or be amended to include:

a) A scope of work that clearly establishes the tasks/activities the subrecipient will perform.
b) Specific deliverables related to the tasks/activities outlined in the scope of work.
c) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance. This may include: documentation supporting delivery of an

item such as receipts or paid invoices, documentation supporting the successful completion of an activity such as a dated, itemized invoice, activity logs, timesheets, or participant sign-in sheets.

d) The financial consequences that will apply if the minimum level of service is not attained.

e) The financial consequences that will apply if the subrecipient fails to perform in accordance with the contract.

E. Required Documentation: The Recipient shall provide to the Department copies of all subcontracts executed with entities performing work under this award and a completed Form DFS-A2-NS (Recipient/Subrecipient vs. Vendor Determination form) with each subcontract. This form is required by the Florida Department of Financial Services and determines (1) the applicability of the Florida Single Audit Act and (2) whether the subcontractor is a vendor or a subrecipient.

F. Certificate of Subaward: When a subrecipient relationship is determined to exist, the Recipient must ensure the subrecipient is aware of, and agrees to follow, all audit, monitoring, and compliance requirements for the use of state funds referenced in Form DFS-A2-CL ("Audit Requirements for Awards of State and Federal Financial Assistance"). To assist with this requirement, the Department created a "Certificate of Subaward" to be completed by the Recipient and signed by the subrecipient. A copy of this form must be provided to the Department and maintained on file by all parties.

G. Invoice Requirements: Invoices submitted by a subcontractor must clearly identify the: the dates of service (the invoice period); a description of the specific deliverables provided during the invoice period; the quantity provided; and the payment amount specified in the contract for the completion of the deliverables provided.

H. Timely Payment of Subcontractors: If the Recipient receives advanced funding to pay an invoice for a subrecipient or contractor, the Recipient agrees to make payments to pay the invoice within seven (7) working days of receipt of the advance via check/warrant or EFT, unless otherwise stated in the agreement between the Recipient and the subrecipient or contractor. The Recipient's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Recipient and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due, pursuant to section 287.0585, F.S.

SECTION X: INDEMNIFICATION

A. Limitations of Liability: The Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

Further, the Recipient shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Recipient's opinion is likely to become the subject of such a suit, the Recipient may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department will not be liable for any royalties.

The Recipient's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Recipient: (a) written notice of any action or threatened action; (b) the opportunity to take over and settle or defend any such action at the Recipient's sole expense; and (c) assistance in defending the action at the Recipient's sole expense.

The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

SECTION XI: NONPROFIT RECIPIENTS

A. Allocations for Remuneration Form: Pursuant to §216.1366(3), and Executive Order 22-44, nonprofit Recipients are required to provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization. This requirement is met by submitting a "Non-Profit State Fund Allocations for Remuneration" form to the Department. A copy of this form must be posted to the Recipient's website, if the Recipient maintains a website. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

B. Compensation Paid Using State Funds Form: If the Recipient indicates funding has been allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization, a "Non-Profit Total Compensation Paid Using State Funds" form must be submitted to the Department with each payment request for each individual receiving compensation. A copy of this form (or forms) must be posted to the Recipient's website, if the Recipient maintains a website.

C. IRS Form 990: Pursuant to Executive Order 22-44, nonprofit recipients who receive 50% or more of their annual funding from the state must submit a copy of their IRS Form 990 to the Department at the time it is filed. Any subsequent changes or corrections that are made to Form 990 during the project period must be submitted to the Department within thirty (30) days of the change or correction.

SECTION XII: TERMINATION AND FORCE MAJEURE

A. Corrective Action: The Department will notify the Recipient in writing if corrective action is required for noncompliance, nonperformance, or unacceptable performance of work under this Agreement. Failure to implement or improve performance of work in accordance with the corrective action plan may result in termination of the Agreement.

B. Termination for Cause: The Department may, at its sole discretion and upon providing written notice to the Recipient, terminate the Agreement if the Recipient fails to a) satisfactorily complete the deliverables within the project period of the Agreement; b) maintain adequate progress, thus endangering performance of the Agreement; c) honor any term of the Agreement; or d) above by any statutory, regulatory, or licensing requirement of the Agreement.

C. Termination Due to Lack of Funds: If funding for this Agreement is withdrawn or redirected by the Legislature, the Department shall provide written notice to the Recipient at the earliest possible time. The lack of funds shall not constitute a default by the Department or the State.

D. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Recipient that it is in the Department's or the State's best interest to do so. The Recipient shall not provide any deliverable pursuant to Appendix B after it receives the Department's notice of termination, except as the Department otherwise specifically instructs the Recipient in writing. The Recipient will not be entitled to recover any cancellation charges or lost profits.

E. Recipient's Responsibilities upon Termination: If the Department issues a notice of termination to the Recipient, except as otherwise specified by the Department in that notice, the Recipient shall: (a) Stop work under this Agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Department does not terminate, if any; (c) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of the Recipient and in which the Department has or may acquire an interest; and (d) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Recipient for its services in connection with such transfer or assignment.

F. Severability: If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

G. Survival: Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

H. Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Party's performance requirements under this Agreement.

I. Notice of Delay from Force Majeure: In the case of any delay the Recipient believes is excusable under subsection G, the Recipient shall notify the Department in writing of the delay or potential delay and the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Recipient could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this subsection is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Recipient will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, after the causes have ceased to exist, the Recipient shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Recipient to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under the Agreement to either Party.

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office Attention:
Noah Milov

From: **Rob Williams** **Drawer No.** **PW05**

Date: **08/04/2025** **Phone Ext.** **(863) 344-0661**

Request details:
Review Grant Agreement MK001 with the Florida Department of Law Enforcement and Polk County.

Please indicate any time limits involved and attach all necessary documentation

For County Attorney Office use only:
Assign to: Noah

Date: County Attorney AUG 05 2025

County Attorney Project No. 25-501
Logged Out: 8/6/2025

- small change on PJ. 1

Agreement for State Financial Assistance Between Florida Department of Law Enforcement and Polk County Board of County Commissioners

AWARD AGREEMENT

Award Number:	MK001
Project Title:	10th Judicial Circuit Medical Examiner Facility Expansion & Renovation
Project Period:	07/01/2025-06/30/2026
Award Funds:	$3,000,000.00
FLAIR Vendor ID:	596000809
CSFA Number:	TBD

THIS AWARD AGREEMENT ("Agreement") is made and entered into by and between the Florida Department of Law Enforcement ("Department" or "FDLE") and Polk County ~~Board of County Commissioners~~ ("Recipient"). The Department and the Recipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties." a political subdivision of the State of Florida

WHEREAS, the Department has the authority pursuant to a single, nonrecurring appropriation in the General Appropriations Act, to provide state financial assistance funds ("Award Funds") to the Recipient; and

WHEREAS, the Recipient represents that it is fully qualified and eligible to receive Award Funds and to perform the tasks identified herein in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

In accordance with Line 1182B of the General Appropriations Act for the 2025-2026 State fiscal year, $3,000,000.00 in nonrecurring fixed capital outlay funds from the General Revenue Fund shall be provided to Polk County Board of County Commissioners for the 10th Judicial Circuit Medical Examiner Facility Expansion & Renovation project, (HF2504) (SF1167), for allowable costs incurred during the project period.

Schedule of Appendices

This award is subject to the terms and conditions outlined in the following sections of the Agreement:

Appendix A – Special Conditions
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Audit Requirements for Awards of State and Federal Financial Assistance
Appendix E – Standard Terms and Conditions

Award Management

This state financial assistance award shall be managed in AmpliFund, FDLE's electronic grant management system. The Recipient Grant Manager shall be responsible for obtaining a login to AmpliFund by contacting the Lead Recipient for their agency. Contact the Department Grant Manager for assistance if your agency does not have an account with AmpliFund or if the Lead Recipient is unknown.

Scope of Work

Funding provided to the Recipient by Line 1182B of the 2025-2026 General Appropriations Act will be utilized for new construction and renovation of the existing Medical Examiner's Office in Polk County.

The Recipient will accomplish these goals by procuring a contractor to construct a new 12,000 square foot office addition, extend the existing breezeway and morgue, and renovate the existing 12,500 square foot office and morgue.

Specific tasks and activities related to this project are TBD until the third-party vendors have been selected. The Recipient will provide copies of executed agreements with each third-party vendor to the Department as the project proceeds in order to amend the Scope of Work.

Specific deliverables are outlined in **Appendix B.** Allowable costs are outlined in **Appendix C.**

Performance Reports

The Recipient shall be responsible for submitting monthly **SFA FCO Performance Reports** to the Department on the award record in AmpliFund, attesting to the progress made towards the completion of deliverables (**Appendix B**) during each calendar month of the project period (the "Reporting Period"). These reports are due no later than fifteen (15) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	7/1/2025 – 7/31/2025	8/15/2025	7	1/1/2026 – 1/31/2026	2/15/2026
2	8/1/2025 – 8/31/2025	9/15/2025	8	2/1/2026 – 2/28/2026	3/15/2026
3	9/1/2025 – 9/30/2025	10/15/2025	9	3/1/2026 – 3/31/2026	4/15/2026
4	10/1/2025 – 10/31/2025	11/15/2025	10	4/1/2026 – 4/30/2026	5/15/2026
5	11/1/2025 – 11/30/2025	12/15/2025	11	5/1/2026 – 5/31/2026	6/15/2026
6	12/1/2025 – 12/31/2025	1/15/2026	12	6/1/2026 – 6/30/2026	7/15/2026

Failure to submit performance reports by the due date may result in a withholding of future payments. Performance information provided by the Recipient will be used by the Department to compile reports for the Florida Legislature. Documentation to support the successful completion of performance must be maintained by Recipient and made available to the Department upon request. Examples of supporting documentation include but are not limited to: timesheets, activity logs, agendas, itineraries, delivery confirmations, public announcements, sign-in rosters, lesson plans, PowerPoint presentations, etc.

Financial Reports

The Recipient shall be responsible for entering individual **Expenses** on the award record in AmpliFund throughout the project period as costs are incurred. Detailed instructions are available on CJG's website: Expense Entry, Reporting Period, and Payment Request Guide. The description field for each expense must clearly identify: the name of the item or service, the quantity, the unit cost, the method of payment (check, EFT, or credit card), and the dates of service, if applicable. To submit a request for reimbursement in AmpliFund, the Recipient must complete the following three steps in order:

1. Enter Expenses on the award record.
2. Close out a Budget Reporting Period.
3. Submit a Payment Request.

Budget Reporting Periods (and **Payment Requests**** if applicable) are due on a monthly basis no later than thirty (30) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	7/1/2025 – 7/31/2025	8/30/2025	7	1/1/2026 – 1/31/2026	2/28/2026
2	8/1/2025 – 8/31/2025	9/30/2025	8	2/1/2026 – 2/28/2026	3/30/2026
3	9/1/2025 – 9/30/2025	10/30/2025	9	3/1/2026 – 3/31/2026	4/30/2026
4	10/1/2025 – 10/31/2025	11/30/2025	10	4/1/2026 – 4/30/2026	5/30/2026
5	11/1/2025 – 11/30/2025	12/30/2025	11	5/1/2026 – 5/31/2026	6/30/2026
6	12/1/2025 – 12/31/2025	1/30/2026	12	6/1/2026 – 6/30/2026	7/31/2026

If no expenses were incurred during the reporting period, a payment request is not required. However, the Recipient should close out the associated Budget Reporting Period.

Supporting documentation to substantiate costs charged to the award must be uploaded to AmpliFund and redacted to protect any PII as necessary. A list of the specific supporting documentation required for payment is listed in **Appendix C.** All Payment Requests shall be reviewed and audited to the satisfaction of the Department, and additional supporting documentation may be requested by the Department Grant Manager. Examples of additional supporting documentation include but are not limited to: requisitions, purchase orders, quotes, general ledgers, fee schedules, etc.

The final Payment Request shall be submitted to the Department no later than **July 31, 2026.** Any payment due under the terms of this agreement may be withheld until all required reports have been received, and necessary adjustments have been approved by the Department. Final reconciliation and closeout of the award must be completed by both parties within forty-five (45) days of the end of the grant period.

Failure to comply with the terms and conditions of the Agreement may result in financial consequences, including but not limited to: disallowances of payment, forfeiture of funds, and/or termination of the Agreement.

Payments

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. The Department's determination of acceptable expenditures shall be conclusive.

This is a cost-reimbursement agreement. Award funds will be distributed to the Recipient in conjunction with the receipt and review of a Payment Request and all required supporting documentation. Payment Requests must be submitted in AmpliFund by the Recipient Grant Manager, Recipient CFO, or other authorized representative. By submitting a payment request, the Recipient certifies that all costs claimed for reimbursement have been incurred in accordance with the terms and conditions of the Agreement.

Payments will be disbursed in the form of paper check or warrant in accordance with section 215.422, F.S. Recipients may elect to receive direct deposit (EFT) payments by mailing a Direct Deposit Authorization Form to the Department of Financial Services (DFS). This form may be obtained on the DFS website at https://www.myfloridacfo.com/division/aa/vendors. Questions about enrolling in direct deposit shall be addressed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517 or DirectDeposit@MyFloridaCFO.com.

Recipients may review their payment history by searching the "Vendor Payment History" website maintained by DFS at https://fs.fldfs.com/dispub2/cvnhphst.htm. Instructions for searching this website may be found at: https://www.myfloridacfo.com/division/aa/training/vendors-providers under "Job Aids".

Cash Advances

If cost-reimbursement would result in financial hardship for the Recipient, a cash advance for the immediate payment of an invoice or immediate procurement of equipment/supplies may be requested. Contact the Department Grant Manager for more information if an advancement of funds is necessary.

Limitations: Cash advance requests shall be limited to no more than 25% of the total award amount unless the need for additional funding is clearly justified on the request form. Multiple cash advances are allowed; however, the Department shall not issue more than one advance at a time. Cash advances must be utilized for the approved purpose within thirty (30) days of receipt of the funds via check/warrant or EFT. The Recipient shall obtain proof of payment and reconcile the advance with the Department within forty-five (45) days of receipt of the funds via check/warrant or EFT. Any amount of funds not utilized for the intended purpose must be refunded to the Department prior to the receipt of additional funding.

Amendments

The Department may amend or modify the Agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the Recipient. The Recipient may request modifications to the Agreement by submitting a request in writing to the Department Grant Manager. The request shall include a detailed description of any change to project tasks, activities, outcomes, deliverables, services, and/or costs. Costs incurred prior to obtaining written pre-approval from the Department Grant Manager are incurred at the risk of the costs being determined as ineligible for reimbursement.

FCO awards may be extended on a case-by-case basis. Contact the Department Grant Manager if an extension is necessary.

Award Contacts

Changes to the following points of contact and/or chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

Recipient Grant Manager

Name: Keith R. Tate
Title: Facilities Management Director
Address: 2160 Marshall Edwards Drive
Bartow, FL 33830
Phone: 863-534-5511
Email: keithtate@polk-county.net

Recipient Chief Official

Name: T. R. Wilson
Title: Polk County Board of County Commissioners - Chair
Address: 330 West Church Street
Bartow, Florida 33830
Phone: 863-534-6434
Email: rickwilson@polk-county.net

Recipient Chief Financial Officer

Name: Stacy M. Butterfield, CPA
Title: Clerk of Court & Comptroller
Address: 255 North Broadway Avenue
Bartow, FL 33830
Phone: 863-534-5985
Email: stacybutterfield@polk-county.net

Florida Department of Law Enforcement (FDLE) Grant Manager

Name: Ryan Derrick
Title: Government Analyst II
Address: P.O. Box 1489
Tallahassee, FL 32302-1489
Phone: 850-617-1271
Email: ryanderrick@fdle.state.fl.us

Award Signatures

In witness thereof, the duly authorized representatives of both Parties sign this Agreement to affirm and warrant they understand the terms and conditions set forth in the Agreement, including all of the attached Appendices, as of the month, day, and year set out below.

Modifications to this page, including strikeovers or whiteout, are not permitted.

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
Polk County Board of County Commissioners

Signature: _____

Typed Name and Title: T. R. Wilson, Polk County Board of County Commissioners - Chair

Date: _____

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Additional Recipient Signatures (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Appendix A - Special Conditions

Award Number: MK001
Recipient: Polk County Board of County Commissioners
Project Title: 10th Judicial Circuit Medical Examiner Facility Expansion & Renovation
Project Period: 07/01/2025-06/30/2026

This Agreement is subject to the Special Conditions set forth below, in addition to the Standard Terms and Conditions outlined in **Appendix E**.

Condition No.	Condition Language
W0001	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for Construction, the Recipient must contact the Department to provide specific details about project activities and costs to amend the scope of work and budget.
W0002	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for third-party services, the Recipient must submit (a) an executed copy of an agreement between the Recipient and the third-party; (b) a completed Form DFS-A2-NS (Recipient/ Subrecipient vs. Vendor Determination) for the third-party, signed by the Recipient; and (c) provide documentation confirming each third-party vendor contracted with during the project period is registered with and uses the E-Verify system in accordance with Section 448.095(5), F.S.

Appendix B – Deliverables

Award Number: MK001
Recipient: Polk County Board of County Commissioners
Project Title: 10th Judicial Circuit Medical Examiner Facility Expansion & Renovation
Project Period: 07/01/2025-06/30/2026

The total amount paid for these deliverables will not exceed the total amount of the award.

Deliverable 1	The Recipient will use funds to procure a contractor for new construction and renovation of the existing Medical Examiner's Office in Polk County.
Minimum Performance Criteria:	Minimum performance will be the completion of at least one project activity outlined in the agreement between the Recipient and the third-party. Documentation required for payment includes an attestation of activities completed through the submission of the payment request.
Financial Consequences:	Failure to meet minimum performance criteria will result in the disallowance of costs.
Deliverable Price:	Total payments for this deliverable will be approximately $3,000,000.00

Appendix C – Approved Budget

Award Number: MK001
Recipient: Polk County Board of County Commissioners
Project Title: 10th Judicial Circuit Medical Examiner Facility Expansion & Renovation
Project Period: 07/01/2025-06/30/2026

Budget Category	Total
D. Equipment	$0.00
E. Supplies	$0.00
F. Consultants/Contracts	$0.00
G. Construction	$3,000,000.00
H. Other Costs	$0.00
TOTAL	**$3,000,000.00**

Standard Budget Terms

(a) All expenditures of state financial assistance must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the project. The Department's determination of allowability shall be conclusive.

(b) The Department shall disallow payment of any costs with an uncleared "Withholding of Funds" condition (**Appendix A**). Payment shall be withheld until the requirements of the condition have been met and the condition has been cleared with an amendment.

(c) This is a cost-reimbursement award. Proof of payment is required for all expenditures. Acceptable forms of proof of payment include: copies of processed checks, front and back; credit card statements showing a charge has posted to the account; or bank statements showing funds have been withdrawn from an account.

(d) Invoices for goods must include, for each item: a name/description, number of units, and cost per unit. Invoices for services must contain the dates of service, description of services, number of units, and cost per unit.

(e) Sensitive or personally identifying information (PII) such as home addresses and social security numbers must be redacted from supporting documentation.

(f) All quantities, rates, and costs listed below are estimates based on the information available at the time of application or amendment.

Construction - $3,000,000.00

All contractor invoices must comply with the requirements outlined in this section. Subcontracts must comply with the requirements of Appendix D, Section V.

$3,000,000.00 is allocated to procure a contractor for new construction and renovation of the existing Medical Examiner's Office in Polk County.

Specific activities and costs for these services are TBD until a vendor has been selected and a fully executed copy of the agreement has been provided to the Department.

The following documentation shall be provided to the Department with each payment request to substantiate costs charged to the grant: itemized invoices, proof of payment, and copies of all documentation required by the Recipient to verify the minimum performance criteria has been met.

Appendix D – Audit Requirements for Awards of State and Federal Financial Assistance

The administration of resources awarded by the Department of Law Enforcement ("Department") to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other than federal entities).

PART II: STATE FUNDED

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local

governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the Department that are solely a matter of Department policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, the Department may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the Department must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov/) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Recipient directly to each of the following:

   a. The Department at the following email address:

      Electronic copy:
      OCJGSFA@fdle.state.fl.us

   b. The Auditor General's Office at each of the following addresses:

      Electronic copy:
      The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

      and

      Paper (hard copy):
      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

3. Documentation required by Part III of this form, if applicable, shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.

4. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

FEDERAL RESOURCES: N/A

STATE RESOURCES:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

1. **Matching Resources for Federal Programs: N/A**
2. **Subject to section 215.97, F.S:**
   A. **State Project:**

State Awarding Agency	State of Florida, Department of Law Enforcement
State Project Title	10th Judicial Circuit Medical Examiner Facility Expansion & Renovation
CSFA Number	TBD
Award Number	MK001
Award Amount	$3,000,000.00

3. **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**
   A. **State Project:** The compliance requirements for Award MK001 are outlined in the award agreement.

Appendix E – Standard Terms and Conditions

The following terms and conditions will be binding upon the execution of this Agreement between the Department and the Recipient. In the event that any of the information provided in this Appendix changes after the execution of this Agreement, the Department shall provide written notice of such changes to the Recipient. A formal amendment to the Agreement is not required.

SECTION I: GOVERNING LAWS OF THE STATE OF FLORIDA

This Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations in accordance with the terms and conditions of this Agreement.

A. **Lobbying Prohibited:** The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the Legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

B. **Independent Contractor:** In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

C. **Limitations on Advertising:** The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this Agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

D. **Sponsorship:** If the Recipient is a nongovernmental organization (a nonprofit or for-profit) that sponsors a program that is financed wholly or in part by State funds, including funds obtained through this Agreement, it shall, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida." If the sponsorship reference is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the Recipient. The Department's name, logos, or emblems shall not be utilized.

E. **Travel Costs:** The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines, section 112.061, F.S.

F. **Civil Rights:** The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such a person's ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

G. **E-Verify:** The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or

county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

H. **Background Check:** Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

I. **Non-Disclosure Agreements:** Recipients may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

J. **Disputes and Appeals:** Unless otherwise stated in this Agreement, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

K. **Insurance:** The Recipient shall provide and maintain at all times during this Agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this Agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this Agreement. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of the Agreement.

L. **Intellectual Property Rights**: Where activities supported by this Agreement result in the creation of intellectual property rights, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

M. **Prohibited Vendor Lists:** The Recent may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any of these lists, the Department may unilaterally terminate this Agreement. These lists are maintained by the Department of Management Services on their website: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

1. The "Convicted Vendor List", pursuant to section 287.133, F.S.
2. The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
3. The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
4. The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
5. The "Suspended Vendor List", pursuant to section 287.1351, F.S.
6. The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

SECTION II: FUNDING AND PAYMENT CONSIDERATIONS

A. Funding Requirements: Pursuant to section 215.971(1), F.S.:

1. The Recipient may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the project period.
2. The Recipient shall refund to the Department any balance of unobligated funds that were advanced or paid to the Recipient.
3. The Recipient shall refund to the Department all funds received in excess of the amount to which the Recipient or its subrecipients are entitled under the terms and conditions of this Agreement.

B. Compensation: This is a cost-reimbursement agreement. This Agreement shall not exceed the award amount, and payment shall only be issued by the Department after acceptance of the Recipient's performance as set forth by the terms and conditions of this Agreement. The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

C. Payment Process: Subject to the terms and conditions established in this Agreement, the Department agrees to pay the Recipient in accordance with section 215.422, F.S.

D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the State. While enrollment is not required, the Recipient may choose to enroll by submitting an authorization form to the Department of Financial Services. Copies of the authorization form and a sample blank enrollment letter may be obtained at: https://www.myfloridacfo.com/division/aa/vendors. Once enrolled, payments under this Agreement will be made by EFT. Questions about the enrollment process should be directed to the EFT section of the Department of Financial Services at (850) 413-5517.

E. Financial Management: The Recipient agrees to maintain all financial records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds for each award, project, and/or subrecipient. The Recipient must provide copies of their general ledgers and schedule of accounts to the Department upon request for monitoring purposes.

F. Expenditures: All expenditures must be in compliance with the laws, rules, and regulations applicable to the expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures maintained by the Department of Financial Services.

G. Taxes: The Department is exempt from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Recipient, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Recipient be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Recipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this agreement.

H. Invoices: Invoices submitted to the Department as supporting documentation for payment must fulfill all of the requirements for invoices outlined in the Reference Guide for State Expenditures These requirements are summarized in Appendix C of this Agreement.

I. **Advance Payments:** While this is primarily a cost-reimbursement agreement, the Recipient may be eligible to receive an advancement of funds (a cash advance) for immediate payables. The Recipient shall provide written justification for imminent need of funding to the Department Grant Manager, accompanied by the invoice(s) to be paid. The Recipient will be notified of the Department's decision to approve or deny the request in writing. If approved, advanced funds must be utilized to pay the approved invoice(s) within thirty (30) days of receipt of the funds via check/warrant or EFT. The cash advance must be reconciled with the Department within forty-five (45) days of receipt of the funds. The Department may choose, at its sole discretion, to withhold all payments owed to the Recipient until an outstanding cash advance has been reconciled.

J. **Final Payment Request:** If the Recipient fails to submit the final payment request to the Department by the deadline specified in the Scope of Work, or within 45 days of the end date of the Agreement, the Department may, at its sole discretion, consider the Recipient to have forfeited any and all rights to payment under this Agreement.

SECTION III: RETURN OR RECOUPMENT OF FUNDS

A. **Refunds:** If the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall contact the Department within seven (7) calendar days after the date of discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Recipient in writing. The Department will provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within thirty (30) calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts
Post Office Box 1489
Tallahassee, FL 32302-1489

Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. If an overpayment is discovered while the Agreement is still active, the Department may choose to recoup the overpayment from monies owed to the Recipient under this Agreement.

B. **Recoupment of Funds:** If the Recipient's noncompliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Recipient under this Agreement. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement, the Recipient shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

SECTION IV: DUTY OF DISCLOSURE OF LEGAL PROCEEDINGS AND INSTANCES OF FRAUD

A. **Legal Proceedings:** Prior to the execution of this Agreement, the Recipient shall disclose in writing all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively "Proceedings") involving this Agreement, including any Proceedings that involve subrecipients or contractors performing work under this Agreement. Thereafter, the Recipient has a continuing duty to promptly disclose all Proceedings upon occurrence.

B. **Duty of Disclosure:** This duty of disclosure applies to each officer and director of the Recipient, as well as to each officer and director of subrecipients or contractors performing work under this Agreement, for any Proceeding that relates to an officer's or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such Proceeding causes the Department concern about Recipient's ability or willingness to perform work under the Agreement, then upon the Department's request, the Recipient shall provide to the Department Grant Manager all reasonable assurances that: (a) the Recipient will be

able to perform work under the Agreement in accordance with its terms and conditions; and (b) the Recipient and/or its employees, agents, subrecipients, or contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such Proceeding while performing work under this Agreement.

C. **Notification of Instances of Fraud:** Upon discovery, the Recipient shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, or an agent, contractor, or employee of the Recipient, to the Department Grant Manager in writing within 24 chronological hours.

SECTION V: MANDATORY DISCLOSURE REQUIREMENTS

A. **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. . The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Recipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Recipient or its affiliates.

B. **Foreign Gifts and Contracts:** The Recipient shall comply with any applicable disclosure requirements in section 286.101, F.S.. Pursuant to section 286.101(7), F.S., "In addition to any fine assessed under section 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

SECTION VI: PUBLIC RECORDS REQUIREMENTS

Recipients who fail to provide Public Records to the Department within a reasonable amount of time may be subject to penalties under section 119.10, F.S.

A. **Public Records Law:** The Recipient must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Recipient in conjunction with the Agreement ("Public Records"), unless the Public Records are exempt from public access pursuant to chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law ("Public Records Law"). For the purposes of this Agreement, the Recipient is responsible for becoming familiar with Florida's Public Records Law. The Recipient must provide copies of all requested documentation to the Department within ten (10) business days of the date of the request. The Department may unilaterally terminate the Agreement if the Recipient refuses to allow public access to Public Records as required by Public Records Law.

B. **Public Records Requests:** All requests to inspect or copy Public Records relating to the Agreement must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Agreement is governed by Public Records Law.

C. **Exemption from Public Records:** If the Recipient has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the Recipient claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. Only the portions of the records that the Recipient claims are Confidential or Trade Secret shall be redacted. If the Recipient fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

D. **Requests for Redacted Records:** If the Department receives a Public Records request for records that include those marked as "Confidential" or "Trade Secret", the Department will provide the Recipient-

redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Recipient that such an assertion has been made. It is the Recipient's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Recipient claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of records the Recipient claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Recipient shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department. If the Recipient claims that the records are Trade Secret pursuant to section 624.4213, F.S., and if all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

E. **Records Transfer:** If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See:
https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT PUBLIC RECORDS AT:

Telephone:	**(850) 410-7676**
Email:	**publicrecords@fdle.state.fl.us**
Mailing Address:	**Florida Department of Law Enforcement,** **Office of Open Government, Public Records Section** **P.O. Box 1489** **Tallahassee, FL 32302-1489**

SECTION VII: NONEXPENDABLE PROPERTY

For the purposes of this section, "property" means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature.

A. **Compliance:** The requirements of this section apply to property owned by governmental units as defined by section 274.01, F.S., and not to for-profit or nonprofit organizations. However, these organizations are encouraged to establish and administer a property management system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

B. **Property Supervision and Control:** Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts).

C. **Maintenance of Property:** The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

D. **Property Records:** All nonexpendable property purchased under this Agreement shall be listed on the property records of the Recipient. The Recipient shall inventory annually and maintain accounting records for all nonexpendable property purchased. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), dates of acquisition, and the current condition of the item.

SECTION VIII: PURCHASE OF, OR IMPROVEMENTS TO, REAL PROPERTY

A. **Security Interest:** In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, the Recipient shall grant the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of improvements to the real property for five (5) years from the date of purchase or the completion of improvements or as further required by law.

B. **Expiration of Security Interest:** Upon the expiration date of the Agreement, the Recipient shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: (a) the Recipient is not sold, merged, or acquired; (b) the real property subject to the improvements is owned by the Recipient; and (c) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of expiration of this Agreement, the Recipient is unable to satisfy these requirements, the Recipient shall notify the Department in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, the Department shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to the Recipient under this Agreement.

SECTION IX: SUBAWARDS, CONTRACTS, AND ASSIGNMENTS

A. **Allowability:** Unless otherwise specified in this Agreement or through prior written approval of the Department, the Recipient may not: (a) Subgrant any of the funds provided to the Recipient by the Department under this Agreement; (b) contract its duties or responsibilities under this Agreement out to a third party; or (c) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so.

B. **Recipient Responsibilities:** The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department approves the Recipient's request to subgrant, contract, or assign any or all of the work to be performed under this Agreement, it is understood by the Recipient that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the vendor's compliance with applicable state and federal laws. The Recipient agrees that all subrecipients performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Recipient further agrees that the Department shall not be liable to the vendor for all expenses and liabilities incurred under the contract and that the Recipient shall be solely liable to the vendor for all expenses and liabilities incurred under the contract. The Recipient, at its expense, will defend the Department against such claims.

C. **Subrecipient Responsibilities:** Subrecipients of state financial assistance are obligated to comply with the requirements outlined in this Agreement for monitoring, auditing, records retention, and financial reporting outlined in the attached Appendix to this Agreement. The Recipient shall include the aforementioned requirements in all approved subrecipient contracts and assignments.

D. **Subrecipient Agreements:** Pursuant to section 215.971, F.S., agreements with subrecipients performing work under this award shall include, or be amended to include:
   a) A scope of work that clearly establishes the tasks/activities the subrecipient will perform.
   b) Specific deliverables related to the tasks/activities outlined in the scope of work.
   c) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance. This may include: documentation supporting delivery of an

item such as receipts or paid invoices, documentation supporting the successful completion of an activity such as a dated, itemized invoice, activity logs, timesheets, or participant sign-in sheets.

d) The financial consequences that will apply if the minimum level of service is not attained.

e) The financial consequences that will apply if the subrecipient fails to perform in accordance with the contract.

E. Required Documentation: The Recipient shall provide to the Department copies of all subcontracts executed with entities performing work under this award and a completed Form DFS-A2-NS (Recipient/Subrecipient vs. Vendor Determination form) with each subcontract. This form is required by the Florida Department of Financial Services and determines (1) the applicability of the Florida Single Audit Act and (2) whether the subcontractor is a vendor or a subrecipient.

F. Certificate of Subaward: When a subrecipient relationship is determined to exist, the Recipient must ensure the subrecipient is aware of, and agrees to follow, all audit, monitoring, and compliance requirements for the use of state funds referenced in Form DFS-A2-CL ("Audit Requirements for Awards of State and Federal Financial Assistance"). To assist with this requirement, the Department created a "Certificate of Subaward" to be completed by the Recipient and signed by the subrecipient. A copy of this form must be provided to the Department and maintained on file by all parties.

G. Invoice Requirements: Invoices submitted by a subcontractor must clearly identify the: the dates of service (the invoice period); a description of the specific deliverables provided during the invoice period; the quantity provided; and the payment amount specified in the contract for the completion of the deliverables provided.

H. Timely Payment of Subcontractors: If the Recipient receives advanced funding to pay an invoice for a subrecipient or contractor, the Recipient agrees to make payments to pay the invoice within seven (7) working days of receipt of the advance via check/warrant or EFT, unless otherwise stated in the agreement between the Recipient and the subrecipient or contractor. The Recipient's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Recipient and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due, pursuant to section 287.0585, F.S.

SECTION X: INDEMNIFICATION

A. Limitations of Liability: The Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

Further, the Recipient shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Recipient's opinion is likely to become the subject of such a suit, the Recipient may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department will not be liable for any royalties.

The Recipient's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Recipient: (a) written notice of any action or threatened action; (b) the opportunity to take over and settle or defend any such action at the Recipient's sole expense; and (c) assistance in defending the action at the Recipient's sole expense.

The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

SECTION XI: NONPROFIT RECIPIENTS

A. **Allocations for Remuneration Form:** Pursuant to §216.1366(3), and Executive Order 22-44, nonprofit Recipients are required to provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization. This requirement is met by submitting a "Non-Profit State Fund Allocations for Remuneration" form to the Department. A copy of this form must be posted to the Recipient's website, if the Recipient maintains a website. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

B. **Compensation Paid Using State Funds Form:** If the Recipient indicates funding has been allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization, a "Non-Profit Total Compensation Paid Using State Funds" form must be submitted to the Department with each payment request for each individual receiving compensation. A copy of this form (or forms) must be posted to the Recipient's website, if the Recipient maintains a website.

C. **IRS Form 990:** Pursuant to Executive Order 22-44, nonprofit recipients who receive 50% or more of their annual funding from the state must submit a copy of their IRS Form 990 to the Department at the time it is filed. Any subsequent changes or corrections that are made to Form 990 during the project period must be submitted to the Department within thirty (30) days of the change or correction.

SECTION XII: TERMINATION AND FORCE MAJEURE

A. **Corrective Action:** The Department will notify the Recipient in writing if corrective action is required for noncompliance, nonperformance, or unacceptable performance of work under this Agreement. Failure to implement or improve performance of work in accordance with the corrective action plan may result in termination of the Agreement.

B. **Termination for Cause**: The Department may, at its sole discretion and upon providing written notice to the Recipient, terminate the Agreement if the Recipient fails to a) satisfactorily complete the deliverables within the project period of the Agreement; b) maintain adequate progress, thus endangering performance of the Agreement; c) honor any term of the Agreement; or d) above by any statutory, regulatory, or licensing requirement of the Agreement.

C. **Termination Due to Lack of Funds**: If funding for this Agreement is withdrawn or redirected by the Legislature, the Department shall provide written notice to the Recipient at the earliest possible time. The lack of funds shall not constitute a default by the Department or the State.

D. **Termination for Convenience:** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Recipient that it is in the Department's or the State's best interest to do so. The Recipient shall not provide any deliverable pursuant to Appendix B after it receives the Department's notice of termination, except as the Department otherwise specifically instructs the Recipient in writing. The Recipient will not be entitled to recover any cancellation charges or lost profits.

E. **Recipient's Responsibilities upon Termination:** If the Department issues a notice of termination to the Recipient, except as otherwise specified by the Department in that notice, the Recipient shall: (a) Stop work under this Agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Department does not terminate, if any; (c) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of the Recipient and in which the Department has or may acquire an interest; and (d) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Recipient for its services in connection with such transfer or assignment.

F. **Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

G. **Survival:** Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

H. **Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Party's performance requirements under this Agreement.

I. **Notice of Delay from Force Majeure**: In the case of any delay the Recipient believes is excusable under subsection G, the Recipient shall notify the Department in writing of the delay or potential delay and the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Recipient could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this subsection is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Recipient will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, after the causes have ceased to exist, the Recipient shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Recipient to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under the Agreement to either Party.

Agenda Item R.25. 9/2/2025

SUBJECT

Approve agreement with PBK Architects Florida for architectural & engineering services for the Medical Examiner's Expansion project. ($993,550.00 one-time expense)

DESCRIPTION

Polk County is the fastest growing county in Florida and one of the fastest growing in the country. As a result, the District 10 Medical Examiner’s Office, which serves Polk, Hardee, and Highlands Counties, has outgrown their current facility. An expansion study was completed on March 5, 2024, confirming the need to expand and modify to the Polk County Medical Examiner’s office located at 1021 Jim Keene Blvd., Winter Haven, FL 33880. During an agenda review on August 16, 2024, the Board of County Commissioners approved $7.5 Million in one-time money and an additional $3 Million of one-time money during an agenda review on July 11, 2025 to expand and renovate the existing Medical Examiner’s Office ($1,500,000.00 - Highlands County, $500,000.00 - Hardee County, $3,000,000.00 - State funding).

Request for Proposal (RFP) 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion was issued, and three firms submitted proposals. On May 6, 2025, the Board approved the selection committee’s recommendation to enter into contract negotiations with PBK Architects Florida.

The attached agreement is the result of those negotiations.

The services, which include construction administration, are estimated to be completed within 605 days, yet the agreement will stay in place through completion of the construction.

RECOMMENDATION

Request Board approve agreement with PBK Architects Florida for architectural & engineering services for the Medical Examiner's Expansion project in the amount of $993,550.00.

FISCAL IMPACT

Funds are available in the General Capital Improvement Fund.

CONTACT INFORMATION

Tabatha Shirah

Procurement Analyst

(863) 534-5935

tabathashirah@polk-county.net

Architectural & Engineering Services Agreement

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County, a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida 33830, hereinafter referred to as the "County", and PBK Architects Florida, Inc., a Florida Profit Corporation, located at 2714 Dr. ML King Jr. Street N., St. Petersburg, FL 33704, herein referred to as the "Consultant", and whose Federal Identification Number is: 59-1430579.

WHEREAS, the County requires certain architectural and engineering services for the design the expansion, addition and modifications of the existing Polk County Medical Examiner's Office and permitting, bidding, construction administration and close out documentation, all to be performed in Polk County for the expansion and renovation of the Medical Examiner's Office (the "Project"); and,

WHEREAS, the County has solicited for these professional services via RFP 25-186, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

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

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

1.0 **Effective Date; Term**

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

1.2 The Agreement Term shall be from the Effective Date through completion of both parties' obligations hereunder, unless otherwise sooner terminated as provided herein.

2.0 **Consultant Services - General**

The County does hereby retain the Consultant to furnish those services and to perform those tasks as set forth and described in (i) the County's Request for Proposal RFP #25-186, to include all attachments and addenda, (ii) the Consultant's responsive proposal thereto, and (iii) the Polk County Medical Examiner's Office Architectural and Engineering Design Services Scope of Work (collectively, (i) (ii), and (iii) are "RFP 25-186"), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit "A" and made a part of this Agreement, together with those services set forth and described on Exhibit B "Scope of Services" attached hereto and incorporated herein, and as may be otherwise set forth herein (collectively, the "Services").

3.0 **Project Administration Services**

3.1 The Consultant shall manage the Consultant's services and administer the Project. The Consultant shall consult with the County, research applicable design criteria, attend Project meetings, and communicate with members of the Project Team and issue progress reports. The Consultant shall coordinate the Services provided by the Consultant and the Consultant's sub-consultants with those services provided by the County and the County's other Project consultants.

3.2 When Project requirements have been sufficiently identified, the County may require the Consultant to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the County, design services furnished by the Consultant, completion of documentation provided by the Consultant, commencement of construction and Substantial Completion of the Project Improvements to be made based upon the final, approved Construction Documents.

3.3 When developing the design for the Project the Consultant shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics.

3.4 Upon request of the County, the Consultant shall make a presentation to explain the design of the Project to representatives of the County.

3.5 The Consultant shall submit design documents to the County at intervals appropriate to the design process for purposes of evaluation and approval by the County. The Consultant shall be entitled to rely on written approvals received from the County in the further development of the design.

3.6 The Consultant shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the Consultant shall prepare a preliminary estimate of the Cost of the Work (as the term is defined in Section 46.2, below). This estimate may be based on current area, volume or similar conceptual estimating techniques. The Consultant shall advise the County of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the County's budget, the Consultant, at no additional charge, shall make appropriate recommendations to the County to adjust the Project's size, quality or budget, and the County shall cooperate with the Consultant in making such adjustments.

3.7.2 The Consultant's preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the methods available to the Consultant when determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Consultant.

3.7.3 In preparing estimates of the Cost of the Work, the Consultant shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents (as the term is defined in Section 46.1, below); to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the County's budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the Consultant submits the Construction Documents to the County, the budget for the Cost of the Work shall be adjusted to reflect any changes in the general level of prices in the construction industry.

3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the County elects to revise the Project scope to reduce the Cost of the Work, then the Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 **Evaluation and Planning Services**

4.1 The County may furnish a program setting forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements. The Consultant shall provide a preliminary evaluation of the information furnished by the County under this Agreement, including the County's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Consultant shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the County of any other information or consultant services that may be reasonably needed for the Project.

4.2 The Consultant shall provide a preliminary evaluation of the County's site for the Project based on the information provided by the County of site conditions, and the County's program, schedule and budget for the Cost of the Work.

5.0 **Design Services**

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The Consultant shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The Consultant shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The Consultant shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the Consultant shall assist the County in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the County and the Contractor; and (2) the Conditions (General, Supplementary and other Conditions) of the Contract (the "Construction Contract") for Construction of the Project. The Consultant also shall compile the Project Manual that includes the Conditions of the Construction Contract and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of final design documents shall be delivered to the County for review and approval, at the 50% Construction Document Phase, the 100% Construction Documents to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. County comments shall be incorporated into the next design phase of the work. Consultant is entitled to rely upon County's approval that the design conforms to the program at each stage. The County and the Consultant agree that they shall not proceed to the next design phase, including the Construction Phase, until they have mutually agreed that the Project is feasible in accordance with the budget approved by the County.

6.0 Contract Administration Services

6.1 GENERAL ADMINISTRATION

6.1.1 The Consultant shall provide administration of the Construction Contract between the County and its selected contractor (the "Contractor") as set forth in that contract.

6.1.2 The Consultant's responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Contractor and terminates at the issuance to the County of the final Certificate for Payment. However, the Consultant may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

6.1.3 The Consultant shall be a representative of, and shall advise and consult with, the County during the provision of the Contract Administration Services. The Consultant shall have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written amendment.

6.1.4 Duties, responsibilities and limitations of authority of the Consultant under this Section 6.0 shall not be restricted, modified or extended without written agreement of the County and Consultant.

6.1.5 The Consultant shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Consultant and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

6.1.6 When reasonably required by the County, the Consultant shall on the County's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

6.1.7 On receipt of written request from either the County or Contractor, the Consultant shall interpret and decide any disputed or unresolved matters between the County and

Contractor concerning the requirements and performance of the Work pursuant to the Contract Documents. The Consultant's response to such requests shall be made in writing within any time limits stated in the Construction Contract or as agreed among the parties.

6.1.8 Interpretations and decisions of the Consultant with respect to the matters described in section 6.1.7, above, shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Consultant shall endeavor to secure faithful performance by both County and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

6.1.9 The Consultant shall render initial decisions on claims, disputes or other matters in question between the County and Consultant as provided in the Contract Documents. However, the County's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

6.2.1 The Consultant, as a representative of the County, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the County and the Consultant, (1) to become generally familiar with and to keep the County informed in writing about the progress and quality of the portion of the Work completed, (2) to guard the County against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The Consultant shall report to the County known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The Consultant shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the Consultant and Contractor shall communicate through the County. Communications by and with the Consultant's sub-consultants shall be through the Consultant. The Consultant shall respond to the County with the Consultant's written responses or correspondence within a reasonable length of time.

6.2.5 The Consultant shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant, with the County's approval, will have authority to require inspection or testing of

the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the Consultant to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the Consultant requires inspection or testing of the Work without the County's prior approval and deems the Work acceptable, then the Consultant will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The Consultant shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Consultant's certification for payment shall constitute a representation to the County, based on the Consultant's evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Consultant.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections beyond those inspections required pursuant to this Agreement, to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The Consultant shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the County, Contractor or separate contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Consultant shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Consultant. The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The Consultant shall prepare Construction Change Directives and assist the County with the preparation of change orders and allowance authorizations for the County's approval and execution in accordance with the Contract Documents. The Consultant may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the Consultant shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The Consultant shall review properly prepared, timely requests by the County or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Consultant to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Consultant determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Consultant may issue an order for a minor change in the Work or recommend to the County that the requested change be denied.

6.5.3 If the Consultant determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Consultant shall make a recommendation to the County, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Consultant shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Consultant. With the County's approval, the Consultant shall incorporate those estimates into a Change Order or other appropriate documentation for the County's execution or negotiation with the Contractor.

6.5.4 The Consultant shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall

issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The Consultant's inspection shall be conducted with the County's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Consultant of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the Consultant shall inform the County about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The Consultant shall receive from the Contractor and forward to the County: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the County against liens.

7.0 **Facility Operation Services**

7.1 The Consultant shall meet with the County or the County's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the County, and prior to the expiration of one year from the date of Substantial Completion, the Consultant shall conduct a meeting with the County and the County's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the County.

8.0 **Additional Services**

8.1 The Consultant shall perform the additional Services as set forth and further described on Exhibit "B".

8.2 The following minimum Design Services and Contract Administration Services shall be provided by the Consultant without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Consultant.

8.2.2 Up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) inspections for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services may be provided by the Consultant as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by County;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the County's consultants or contractors and making subsequent revisions to the Instruments of Service (as described in Section 47.1, below), with prior approval by County.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the County after the Guaranteed Maximum Price for the Work is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the County.

9.0 **Compensation**

9.1 In consideration for its providing the Services, the County shall pay Consultant the lump sum amount stated in Exhibit "C", "Compensation", which is attached hereto and made a part of this Agreement. Exhibit "C" identifies the Services by Task Item; the Consultant shall bill the County for all Services it performs by the applicable Task Item.

9.2 The Consultant shall invoice the County monthly for Services rendered as outlined in Exhibit "C". All such invoices shall be based upon the percentage of work completed for each Task Item, as set forth on Exhibit "C", for the preceding month. Each invoice shall include a description of work performed or milestone achieved. No invoices shall be issued or paid for services that have not been performed.

9.3 All invoices must reference this Agreement number, using an invoice form approved by the County Auditor.

9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Facilities Management Division

Attention: Division Director

2160 Marshall Edwards Drive

Bartow, FL 33830

9.5 In order for both parties herein to close their books and records for the Project, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

9.6 Payment of the final invoice for the Project shall not constitute evidence of the County's acceptance of the Work or Services.

9.7 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the Consultant. The amendment shall be based upon 5% of the additional cost of the Work that has been added to the Project where the Consultant participated in the design process.

9.8 If the Services of the Consultant are changed as described in Section 47.2.1 or 47.2.2, the Consultant's compensation may be adjusted. Such adjustment shall be computed as a lump sum on a task-by-task basis, or, in the discretion of the County, in an otherwise equitable manner.

9.9 An allowance is included for additional services in the amount set forth in Exhibit C. This allowance shall only be used at the direction of the County with approval of the Facilities Management Director. Any unused portion of the allowance shall be returned to the County following final completion.

9.10 Forty (40) calendar days shall be allowed for the County's inspection and approval of the goods and services for which any invoice has been submitted.

9.11 No deduction shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the Contractors.

9.12 If any work designed or specified by the Consultant during any phase of service is abandoned or suspended in whole or in part, the Consultant is to be paid for the Services performed prior to receipt of written notice from the County of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 **Reimbursable Expense**

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

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Agreement, for not-to exceed contracts.

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

10.4 Reimbursable Expenses, including those of the sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Facilities Management Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The County shall reimburse the Consultant for any documents required over and above the number specified in this Agreement per the County's Reimbursable Schedule that is attached hereto as Exhibit "D".

11.0 Project Team

11.1 No later than the date it selects the Contractor, the County shall identify the initial members of its Project Team which will include the County's Designated Representative and the Consultant's Designated Representative. If it had not done so prior to that date, the Consultant will identify to the County the Consultant's Designated Representative. The Consultant's Designated Representative shall be authorized to act on the Consultant's behalf with respect to the Project.

11.2 The County hereby authorizes the County's Facilities Management Director to act as the County's agent and execute documents associated with the Project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and applications for permits from applicable agencies.

11.3 If in addition to the County's Designated Representative, the County designates any other person or entity with the right or duty to review the Consultant's submittals to the County, then the County shall specifically identify each such person and entity in a written notice to the Consultant.

12.0 Consultant's Standard of Care

12.1 The Consultant's Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. within ten (10) days following issuance of the Notice to Proceed, the Consultant shall submit for the County's approval a schedule for the performance of the Consultant's Services. This schedule shall include allowances for periods of time required for the County's review, for the performance of the County's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The Consultant or County shall not, except for reasonable cause, exceed time limits established by this schedule approved by the County.

12.2 Intentionally Omitted.

12.3 The Consultant shall maintain the confidentiality of information specifically designated as confidential by the County, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require of the Consultant's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the County.

12.4 Except with the County's knowledge and prior express written consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Project.

12.5 The Consultant shall review laws, codes and regulations applicable to the Consultant's services. The Consultant shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the County. The Consultant shall provide prompt written notice to the County if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

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

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

12.10 The Consultant shall use skilled and competent personnel to perform the Services.

13.0 **Insurance**

13.1 General Provisions

13.1.1 The Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the County with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the County.

13.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of the County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

13.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the County.

13.1.4 Any failure by the Consultant to comply with the requirements of this section to provide insurance, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance;

13.1.5 The County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

13.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All Consultants' sub-consultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

13.2 Comprehensive Automobile Liability Insurance. $1,000,000/$1,000,000 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.

13.3 Commercial General Liability. $1,000,000/$2,000,000 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 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.

13.3.2 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)

13.3.3 Policy must include Separation of Insureds Clause.

13.4 Professional Liability Insurance. $2,000,000/$2,000,000 for design errors and omissions, exclusive of defense costs. The Consultant shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the project is completed.

13.6 Worker's Compensation. Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. $1,000,000.

14.0 **Indemnification**

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the County and the Consultant agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs and expenses incurred during negotiation, through litigation and all appeals therefrom), and including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, which directly or indirectly arise in connection with or result from (i) the failure of the Consultant to comply with applicable laws, rules or regulations, (ii) the breach by the Consultant of its obligations under any agreement with

the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the Consultant's performance or non-performance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct of the Consultant, its professional associates, sub-consultants, agents, and employees; provided, however, that the Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

14.2.2 The County's review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 **Independent Contractor**

15.1 The Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance.

15.3 The Consultant shall work closely with the County in performing Services under this Agreement.

15.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

15.5 The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 **Authority to Practice**

16.1 The Consultant hereby represents and warrants that it 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.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the Consultant will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 **Subcontracting**

18.1 The County reserves the right to accept the use of any proposed subcontractor or sub-consultant of the Consultant (for purposes of this Section 18.0 referred to as a "sub-consultant"), or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant.

18.2 If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. Failure of a sub-consultant to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

19.0 **Federal and State Taxes**

19.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

20.0 **Public Entity Crimes**

20.1 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.

21.0 **County's Responsibilities**

21.1 The County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by Consultant, including existing reports, studies, financial information, and other required data that are available in the files of the County.

22.0 **Termination of Agreement**

22.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

22.2 This Agreement may be terminated by the County, in whole or in part, at any time, for the County's convenience with or without cause immediately upon written notice to the Consultant.

22.3 Unless the Consultant is in breach of this Agreement, subject to the cure period provided in Section 42.1 below, by delivering written notice to the Consultant.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the County, the Consultant shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The Consultant shall be paid for Services actually rendered to the County's satisfaction through the date of termination.

23.0 **Uncontrollable Forces (Force Majeure)**

23.1 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. 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.

24.0 **Governing Law and Venue**

24.1 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 the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

25.0 **Non-Discrimination**

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

26.0 **Waiver**

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

27.0 **Severability**

27.1 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.

27.2 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.

27.3 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.

27.4 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.

28.0 **Entirety of Agreement**

28.1 The County and the Consultant agree that this Agreement sets forth the entire understanding between the parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and the Consultant pertaining to the Services, whether written or oral.

29.0 **Modification**

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the County and the Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

30.0 **Successors and Assigns**

30.1 The County and the Consultant each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The Consultant shall not assign this Agreement without the prior express written approval of the County by written executed Amendment by both parties, which approval may be withheld in the County's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the County by executed Amendment.

31.0 **Contingent Fees**

31.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 **Truth-In-Negotiation Certificate**

32.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this Certificate within one (1) year following payment.

3.0 **Ownership of Documents**

33.1 The Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, drawings, or other information, except for the Instruments of Service, as defined in Section 47 herein, shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. The Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by the Consultant.

34.0 **Access and Audits**

34.1 The Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the County Auditor to Polk County, a political subdivision of the State of Florida shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 **Notice**

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Polk County Procurement Division
P.O. Box 9005, Drawer AS05
Bartow, FL 33831-9005
Attn: Procurement Director

As to Consultant: Phil Trezza
PBK Architects Florida, Inc.
2714 Dr. ML King Jr. Street N.
St. Petersburg, FL 33704,

35.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Email is acceptable notice effective when received, however, Emails received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Consultant and the County.

36.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: PBK Architects Florida, Inc.
2714 Dr. ML King Jr. Street N.
St. Petersburg, FL 33704,
Attn: Phil Trezza, Principal in Charge

37.0 **Key Personnel**

37.1 The Consultant shall notify the County in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The Consultant, at the County's request, shall remove without consequence to the County any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. The County has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name: Eric Rainbeau

Name: Blayne Rose

Name: Dave Sobel

Name: Winola H. Davidson

38.0. **Annual Appropriations**

38.1 The Consultant 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 as 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.

39.0 **Liquidated Damages**

39.1 The parties hereto agree that in lieu of actual damages liquidated damages in the amount of One Hundred Dollars ($100) per day will be assessed against the Consultant as the County's remedy and not as a penalty, for Consultant's failure to meet the final Design Services deliverable dates stated in the Project schedule described in Section 3.2, above, with such liquidated damages assessed only if the Consultant is not delayed by reasons beyond Consultant's reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as 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 Consultant's failure described above.

40.0 **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 consultant hereto, and any subconsultant thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the consultant or subconsultant. The consultant acknowledges and agrees that (i) the County and the consultant may not enter into this Agreement, and the consultant 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 consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The consultant shall maintain a copy of such affidavit for the duration of this

Agreement. Failure to comply will lead to termination of this Agreement, or if a subconsultant 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 consultant, the consultant may not be awarded a public contract for a period of 1 year after the date of termination. The consultant shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

41.0 **Limitation of Liability**

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

42.0 **Default and Remedy**

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

43.0 **Attorneys' Fees and Costs**

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 **Public Records Law**

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultants shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

45.0 **Americans with Disabilities Act**

45.1 The Consultant shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but County shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). County and Consultant further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the Consultant

to make the required modifications, such modifications shall be considered as Contingent Additional Services.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, the County's Construction Contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the County of all elements of the Project designed or specified by the Consultant.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Consultant, including the costs of management or supervision of construction or installation provided by a separate construction manager or Consultant.

46.2.2 The Cost of the Work does not include the compensation of the Consultant and the Consultant's sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the County.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Work is completed, in accordance with the Contract Documents and certified as such by the County and Consultant.

46.3.2 The Project is suitable for full use and occupancy as determined by the County and Consultant.

46.3.3 All Punch list items have been completed or otherwise disposed of or accounted for to the County's satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the County.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the County during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the Consultant.

46.6 **Substantial Completion** means the Contractor has ascertained that the Work or portions thereof is ready for the Consultant and Consultant substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the County and Consultant prior to this inspection. After the County's and Consultant's inspection, the Contractor will prepare a schedule for a completion of the list, indicating

completion dates for the County's review. The County and Consultant will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the Consultant, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the County can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 **Additional Terms and Conditions**

47.1 INSTRUMENTS OF SERVICE

47.1.1 Original drawings, specifications and other documents, including those in electronic form (but not including functionally required elements of a building, standard configuration of spaces, and other standard, functional design elements not subject to copyright protection) prepared by the Consultant and the Consultant's sub-consultants are Instruments of Service for use solely with respect to this Project. The Consultant and the Consultant's sub-consultants shall be deemed the authors of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

47.1.2 Upon execution of this Agreement, the Consultant grants to the County a nonexclusive license to reproduce the Consultant's Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the County shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the County shall refrain from making further reproductions of Instrument of Service. If and upon the date the Consultant is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the County to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The County shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. However, the County shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant's sub-consultants. The County agrees to pay the Consultant a reasonable, mutually agreed upon amount for any reuse of the Instruments of Service beyond this Agreement. The County shall not be responsible to pay the Consultant for the use of the designs, Drawings or Specifications when used for reference purposes only.

47.1.4 If the Consultant is required to deliver any Services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the Consultant shall be the official records of the Consultant's service provided upon completion of those Services and payment in full. The County shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the Consultant harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the County without the Consultant's consent. Under no circumstances shall transfer of Drawings and other Instruments of Service on electronic media for use by the County, be deemed a sale by the Consultant, and the Consultant makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the Consultant, including services required of the Consultant's sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, and if the Consultant's Services are affected as described in Section 47.2.2. Except for a change due to fault of the Consultant, Change in Services of the Consultant shall entitle the Consultant to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the Consultant's Services for the Project, the Consultant shall be entitled to an appropriate adjustment in the Consultant's schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the County that constitute material changes to the Project parameters set forth above and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the County's schedule or budget, or procurement method; or

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Consultant is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the Consultant's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, County may choose to accelerate the completion of the Project so that it may be completed in a shorter time period than would normally be required. Should the County choose to make this selection, it shall not be considered Fast Track, or in any way relieve the Consultant of its responsibilities and obligations set forth herein.

48.0 **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).

49.0 **Unauthorized Alien(s)**

49.1 The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services. 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. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the Consultant and submitted as part of this Agreement.

50.0 **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.

(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 BUTTERFIELD
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date Approved by Board: _____

POLK COUNTY,
a political subdivision of the State of Florida

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

Reviewed as to form and legal sufficiency:

8/15/25
County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

RENÉ TERCILLA
Print Name

Date: AUG. 19, 2025

PBK Architects Florida, Inc.
a Florida profit corporation

By: _____

WARD J. FRISZOLOWSKI
Print Name

PRESIDENT
Title

Date: AUG. 19, 2025

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Pinellas

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 19th of Aug 2025 (Date) by Ward Piszczolowski (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 8/19/2025 (Date)

Carrianne Soriano (Official Notary Signature and Notary Seal)

CARRIANNE SORIANO (Name of Notary typed, printed or stamped)

Notary Public

State of Florida

Comm# HH361578

Expires 5/23/2027

Commission Number _____ Commission Expiration Date _____

AFFIDAVIT CERTIFICATION

IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-186

PROJECT NAME: Architectural and Engineering Services for Medical Examiner's Office Expansion

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: PBK ARCHITECTS FLORIDA, INC.

Ward J. Friszolowski — PRESIDENT — AUG. 19, 2025

Signature — Title — Date

STATE OF: Florida

COUNTY OF: Pinellas

The foregoing instrument was signed and acknowledged before me this 19th day of August, 2025, by Ward Friszolowski who has produced

(Print or Type Name)

Driver's License as identification.

(Type of Identification and Number)

Carrianne Soriano

Notary Public Signature

Printed Name of Notary Public

CARRIANNE SORIANO
Notary Public
State of Florida
Comm# HH361578
Expires 5/23/2027

Notary Commission Number/Expiration

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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 19th day of AUGUST, 2025

ATTEST:

By: Carrianne Soriano

PRINTED NAME: Carrianne Soriano

Its: Acctg Mgr

CONTRACTOR: PBK Architects Florida, Inc

By: Ward J. Fr

PRINTED NAME: WARD J. FRASZOLOWSKI

Its: PRESIDENT

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 WARD J. FRISZOLOWSKI, 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.

PBK ARCHITECTS FLORIDA, INC.
NONGOVERNMENTAL ENTITY

Ward J. Friszolowski
SIGNATURE

WARD J. FRISZOLOWSKI
PRINT NAME

PRESIDENT
TITLE

AUGUST 19, 2025
DATE

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
PBK ARCHITECTS FLORIDA, INC.

Filing Information

Document Number	603450
FEI/EIN Number	59-1430579
Date Filed	03/15/1972
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	07/18/2025
Event Effective Date	NONE

Principal Address

2714 DR. ML KING JR. ST. N.
ST. PETERSBURG, FL 33704

Changed: 01/25/2008

Mailing Address

2714 DR. ML KING JR. ST. N.
ST. PETERSBURG, FL 33704

Changed: 01/25/2008

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/03/2024

Address Changed: 05/03/2024

Officer/Director Detail

Name & Address

Title President

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01/29/1996 -- ANNUAL REPORT	View image in PDF format
02/01/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

L03450

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

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2025 JUL 18 AM 10:17

CT CORP
(850) 656- 4724
3458 lakesore Drive
Tallahassee, FL 32312

Date: 07/18/2025

Acc#I20160000072

Name:	Harvard Jolly, Inc.
Document #:	
Order #:	16436444

Certified Copy of Arts & Amend:	☐			
Plain Copy:	☐			
Certificate of Good Standing:	☐			
Certified Copy of	☐			
Apostille/Notarial Certification:	☐		Country of Destination:	
			Number of Certs:	

Filing: ☑ Certified: ☑ Plain: ☐ COGS: ☐

Email Address for Annual Report Notifications:

Availability _____
Document ___
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: $ 43.75

Thank you!

Articles of Amendment
to
Articles of Incorporation
of

FILED
2025 JUL 18 AM 10:07

Harvard Jolly, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

603450

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this ***Florida Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

PBK Architects Florida, Inc. *The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp." "Inc." or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

(Florida street address)

New Registered Office Address: _____ (City), Florida _____ (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

Check if applicable
☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

FL005 - 1/22 2020 Wolters Kluwer Online

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)
Please note the officer/director title by the first letter of the office title.
P = President; V = Vice President; T= Treasurer; S= Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held President, Treasurer, Director would be PTD.
Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change	PT	John Doe
X Remove	V	Mike Jones
X Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
2) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
3) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
4) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
5) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
6) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____

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E. **If amending or adding additional Articles, enter change(s) here:**
(Attach *additional sheets, if necessary*). *(Be specific)*

F. **If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**
(*if not applicable, indicate N/A*)

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The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) **(CHECK ONE)**

☐ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."
(voting group)

Dated 7/17/25

Signature _____
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Christopher Cunico
(Typed or printed name of person signing)

Vice President
(Title of person signing)

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JOINT WRITTEN CONSENT
IN LIEU OF A MEETING
OF THE BOARD OF DIRECTORS
AND
THE SOLE SHAREHOLDER
OF
HARVARD JOLLY, INC.

Effective as of July 17, 2025

The undersigned, being all of the members of the board of directors (the "***Board***") of Harvard Jolly, Inc., a Florida corporation (the "***Company***"), and the sole shareholder of the Company (the "***Shareholder***"), acting in accordance with Section 607.0821 and Section 607.0704 of the Florida Business Corporation Act, hereby approve and adopt the following resolutions by written consent (this "***Written Consent***") in lieu of a meeting, and do hereby waive any notice required to be given in connection herewith, and direct that this Written Consent be inserted in the minute book of the Company.

Articles of Amendment to Articles Incorporation

WHEREAS, the Board and the Shareholder have determined that it is in the best interests of the Company and the Shareholder to change the name of the Company to "PBK Architects Florida, Inc.", and to file Articles of Amendment to the Articles of Incorporation of the Company substantially in the form attached hereto as Exhibit A (the "***Articles of Amendment***") to effectuate such name change.

NOW THEREFORE BE IT RESOLVED, that the Board and the Shareholder hereby authorize, adopt and approve the Articles of Amendment substantially in the form attached hereto as Exhibit A, and hereby authorize and approve the filing of the Articles of Amendment with the State of Florida by any Authorized Officer.

General Authorization

RESOLVED, that each and any officer of the Company, acting alone, including, without limitation, each of the Chairman, Chief Executive Officer, Chief Financial Officer, President, any Vice President, Executive Vice President, Senior Vice President, Secretary or Treasurer (such officers, together with any and all persons hereafter duly appointed as officers of the Company, hereinafter being referred to as the "***Authorized Officers***") hereby is duly authorized and directed to take all such further action and execute and deliver such other documents, agreements, instruments, requests, receipts, notes, applications, reports, certificates and other documents and to obtain such consents and to incur and pay all such costs, fees and expenses as such officer or officers may determine to be necessary, appropriate, convenient or advisable in order to effectuate the foregoing resolutions, the transactions contemplated thereby and the purposes and intent thereof, the taking of such action and the execution and delivery of any such documents, agreements, certificates and instruments by the said officers to be conclusive evidence that such actions or documents, agreements, certificates and instruments were necessary or appropriate, and the same here by are approved in all respects:

FURTHER RESOLVED, that any and all actions taken by the Authorized Officers or any of them, prior to the date of the foregoing resolutions that are within the authority conferred thereby or that are in connection with any matter referred to in the foregoing resolutions are hereby ratified, confirmed, adopted and approved as the acts and deeds of the Company;

FURTHER RESOLVED, that each of the undersigned hereby waive any and all irregularities of notice, with respect to the time and place of meeting, and consents to the transaction of all business represented by this Written Consent;

FURTHER RESOLVED, that the execution of this Written Consent and delivery thereof by facsimile or PDF signatures shall be sufficient for all purposes and shall be binding upon any party who so executes; and

FURTHER RESOLVED, that this Written Consent may be executed (by original or by facsimile or email) in two or more counterparts, each of which shall be an original and all of which together shall be considered one and the same original instrument.

[Signature pages follows]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the date first above written.

BOARD:

By: _____
Name: Thomas J. Campbell

By: _____
Name: T. Gail Dady

By: _____
Name: Jeffrey C. Webe

By: _____
Name: Daniel L. Boggio

By: _____
Name: Christopher M. Cunico

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the date first above written.

BOARD:

By: _____
Name: Thomas J. Campbell

By: _____
Name: T. Gail Dady

By: _____
Name: Jeffrey C. Weber

By: _____
Name: Daniel L. Boggio

By: _____
Name: Christopher M. Cunico

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the date first above written.

BOARD:

By: _____
Name: Thomas J. Campbell

By: _____
Name: T. Gail Dady

By: _____
Name: Jeffrey C. Weber

By: _____
Name: Daniel L. Boggio

By: _____
Name: Christopher M. Cunico

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the date first above written.

SHAREHOLDER:

PBK ARCHITECTS, INC.

By:_____
Name: Thomas J. Campbell
Title: Vice President

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing architectural and engineering services for the Medical Examiner's Office Expansion here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

Description: Architectural and Engineering services for the expansion, addition and modifications of the existing Polk County Medical Examiner's Office located in Winter Haven, FL.

Receiving Period: Wednesday, March 12, 2025, PRIOR TO 2:00 P.M.

Bid Opening: Wednesday, March 12, 2025, AT 2:00 P.M. or as soon as possible thereafter.

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

Special Instructions: A **MANDATORY** pre-proposal meeting will be held Tuesday, February 18, 2025, 2:00 p.m. at the Emergency Operations Center building, located at 1890 Jim Keene Blvd, Winter Haven, FL 33880. An authorized representative or agent of the Proposer must be present at this meeting in person, as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Proposer must be present at the meeting and site visit as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

To obtain a copy of the expansion study please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation.* After you have logged in to the FTP site, double click on the file folder "**RFP 25-186, Proposal Attachments**", select "Open" or "Save As" to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah Procurement Analyst, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Wednesday, February 26, 2025, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: 25-186

RFP Title: Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

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

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	25-186
RFP Title	Architectural and Engineering Services for Medical Examiner's Office Expansion
Due Date/Time:	March 12, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 25-186 Tab 1"

"RFP 25-186 Tab 2"

"RFP 25-186 Tab 3"

"RFP 25-186 Tab 4"

"RFP 25-186 Tab 5"

"RFP 25-186 Tab 6"

"RFP 25-186 Tab 7"

"RFP 25-186 Tab 8"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polk-county.net.

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

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 25-186

25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

Sealed proposals will be received in the Procurement Division, Wednesday, **March 12, 2025 prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

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

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by February 26, 2025, 4:00 p.m.

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

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

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

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional architectural and engineering services for “the Medical Examiner's Office Expansion,” the Project.

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

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

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

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

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

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

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

Polk County is the fastest growing county in Florida and one of the fastest growing in the country. Having grown by more than 20% in the last decade it is expected to continue to grow at that pace. The result is the District 10 Medical Examiner’s Office, which serves Polk, Hardee, and Highlands Counties, has outgrown their current facility. As the number of autopsies performed continues to outpace previous years, the Medical Examiner’s Office will need to increase their morgue technician staff, medical examiners, and administrative staff.

The estimated construction cost found on the FTP site Expansion Study is $15.5 million and the budgeted construction cost currently is $6.6 million. The additional funding will be requested through Legislative priorities and other entities.

SCOPE OF SERVICES

The intent is to select an experienced architectural firm to provide architectural and engineering services for the expansion, addition and modifications of the existing Polk County Medical Examiner’s office located at 1021 Jim Keene Blvd., Winter Haven, FL 33880.

The County will negotiate a fee schedule for the selected architectural firm once an RFP selection committee recommendation has been approved by the Board of County Commissioners.

The architectural and engineering services are to include, but not limited to;

the following work categories, which are considered as necessary to plan, design, permit and construct the project:

a. Attend and participate in all design progress/review meetings.
b. Provide existing facility analysis/measured drawings.
c. Provide existing site utility infrastructure improvements.
d. Participate in all modeling reviews and reporting.
e. Provide all programming, Schematic Design (SD), Design Development (DD), and Construction Document (CD) level design documents.
f. Provide all design services disciplines including but not limited to architectural, civil, environmental, mechanical, electrical, plumbing, and structural engineering.
g. Provide constructability design reviews and reporting.
h. Provide detailed probable cost estimating services.
i. Participate in all value engineering design reviews and reporting.
j. Participate in master project scheduling and reporting services.
k. Attend all pre-bid meetings.
l. Provide bidding assistance review services.
m. Attend all bid related meetings.
n. Provide review of all bid tabulation results.
o. Participate and provide all site and buildings permitting signed and sealed document services.
p. Provide all design and sub consulting services.
q. Participate in all pre-construction and construction progress coordination meetings providing construction administration services.
r. Coordinate and participate in all closeout documentation requirements and meetings.
s. Provide complete design documents and specifications.

FTP Site

Polk County Medical Examiner's Office Expansion Study can be found on the FTP Site. The study includes proposed space planning, site and floor plan diagrams, a cost

estimate, as well as a detailed description of the building systems, components, and requirements from which the cost estimate was based on. This information should be used when selecting projects of similar size and scope under Tab 3.

AGREEMENT

The term of the agreement will begin upon the effective date of the agreement through acceptance and approval of the County of all deliverables to be outlined in the agreement. The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

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

Tab 1 – Executive Summary

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

a) Name, company name, address, telephone number, and email address.
b) State the number of years in business, as the same company/firm.
c) State the number of full-time employees.
d) Provide documentation showing proper incorporation by the Secretary of State.
e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 –Approach to Project (35 Points)

(Maximum of four (4) pages)

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

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

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the architectural services for the design of a Medical Examiner Facility including a morgue and administrative offices. (Limit response to one (1) page per project)
- For each project please provide:

a. Name and location of the project;
b. Size and cost of the project;
c. Project representative name, address, phone number, and email address;
d. Date project was completed or is anticipated to be completed; compare to the original date.
e. The nature of the firm's responsibility on the project;
f. Identify the key staff and their role in each project;
g. Identify working relationship of consultants or joint venture on project, if applicable;
h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
i. List of any time extensions created by item h above.

- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
    a) Name and current position held by the person
    b) Name, title and project assignment
    c) Experience:
        1) Types of projects.
        2) Size of projects (dollar value of project).
        3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide
    - Their locations that can be utilized to expedite a deliverable if required.
    - A brief description of their experience outlining their qualifications to perform the intended services
    - A brief resume for each key personnel that will be assigned to perform the intended services.

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

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.

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

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

- Polk County Board of County Commissioners has a long standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company's certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County's certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's

Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:

- Valid W/MBE Certification from one of the following:
  - Florida Minority Supplier Development Council
  - Women Business Enterprise National Council
  - The State of Florida Office of Supplier Diversity
  - Florida Department of Transportation
  - U. S. Small Business Administration
  - Federal Aviation Authority
  - Other Florida governmental agencies

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

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

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

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the Facilities Management Division, Procurement Division, Building Division, Medical Examiner's Office, and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies. (Limit response to one (1) page)

Tab 7 – Timely Completion of Projects (5 Points)

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

Tab 8 – Surveys of Past Performance (10 Points)

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

- Average Score of 0 0 Points

BID OPENING

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

Selection Process

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

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

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

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

Elevation Level 1 (Procurement Requirements Assessment):

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

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
  - Local (Tab 4) 5 points
  - W/MBE Certification (Tab 5) 5 Points
  - Surveys of Past Performance (Tab 8) 10 points
  - Subtotal Points 20 points

by the process stated under each corresponding Tab description as set forth on Pages 8-11.

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

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

Subtotal Points	80 points

by the following process:

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

- EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
- VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.
- GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
  The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.
  The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.
  The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.
- UNACCEPTABLE (0.0):
  The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

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

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

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

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

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

Elevation Level 3 (Proposer Interviews)

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

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

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads

- Volume of work previously awarded to each Proposer by the County

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

Elevation Level 4 (Contract Negotiations)

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

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

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

GENERAL CONDITIONS

CONTACT

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

INSURANCE REQUIREMENTS

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

INDEMNIFICATION

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

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant'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 Consultant 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 Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

AFFIRMATION

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

DEVELOPMENT COSTS

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

ADDENDA

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

CODE OF ETHICS

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

DRUG FREE WORKPLACE

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

APPLICABLE LAWS AND COURTS

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

CONTRACTUAL MATTERS

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

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

PROPOSAL ACCEPTANCE PERIOD

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

ADDITION/DELETION

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

PROPRIETARY INFORMATION

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

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

REVIEW OF PROPOSAL FILES

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

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

RFP PROTEST

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

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/business/procurement/protest-procedures/.

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

UNAUTHORIZED ALIEN(S)

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

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

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

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

LIMITATIONS

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

ATTORNEY'S FEES AND COSTS:

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

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.

PUBLIC RECORD LAWS

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

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

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

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

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

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

Proposers Incorporation Information

(Submittal Page)

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

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

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

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

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

State of Incorporation: _____

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

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Design Services for Hillsborough County Administration Building Expansion), Etc.
COST OF SERVICES	Cost of services ($900,000)
DATE COMPLETE	Date when the services were completed. (i.e. 2/12/2015)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

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

Survey Questionnaire – Polk County

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

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

Contract Start Date: _____ Contract End Date: _____

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

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

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: **RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion**

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 _____, 20__.

ATTEST:	**CONTRACTOR:**
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

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 AGENCY

_____
SIGNATURE

_____
PRINT NAME

_____
TITLE

_____
DATE

POLK COUNTY
MEDICAL EXAMINER'S OFFICE
ADDITION – STUDY

1021 JIM KEENE BLVD
WINTER HAVEN, FL 33880

March 5, 2024



1. Introduction

Polk County is the fastest growing county in Florida and one of the fastest growing in the country. Having grown by more than 20% in the last decade it is expected to continue to grow at that pace. The result is the District 10 Medical Examiner's Office, which serves Polk, Hardee, and Highlands Counties, has outgrown their current facility. As the number of autopsies performed continues to outpace previous years, the Medical Examiner's Office will need to increase their Morgue Technician staff, Medical Examiners, and Administrative staff.

In the year that the facility opened the workload was 578 autopsies and 250 external examinations without autopsy. In 2023 the Polk County Medical Examiner's Office performed 855 autopsies and 326 external examinations without autopsy, an increase of 48% and 30% respectively.

If current trends continue in another twenty (20) years the Polk County Medical Examiner's Office workload is estimated at 1,265 autopsies and 425 external examinations without autopsy. These increases would represent an 119% increase of autopsies and a 70% increase of external examinations without autopsy, compared to when the facility first opened. This projected doubling of workload has promoted the need for increased space.

This study includes proposed space planning, site and floor plan diagrams, a cost estimate, as well as a detailed description of the building systems, components, and requirements from which the cost estimate was based on.

2. History of Existing Building

The existing building is a single-story building slab on grade with stem wall exterior construction of cement plaster finish over concrete masonry units, with a brick masonry wainscot. Wood roof trusses support a standing seam metal roof. Interior partitions are gypsum wall board over cold formed metal studs. The existing building divides the program into two functional entities, separated by a covered breezeway courtyard. Covered breezeway provides odor and contaminant control between the administrative and office facilities (the Administration Building) are to the south and the morgue facilities (Morgue Building) are to the north. The 12,574 SF building was built in 2003.



Figure 1: Site Photo

The existing wall construction is assumed to have 1” of rigid insulation on the interior side of the wall. Batt insulation was used at the ceiling. Both types of insulation meet the 2001 Florida Building Code to which the building was built.

Repair and replacement programs of systems throughout the building have been ongoing. The original shingle roof was replaced with a standing seam metal roof system in 2014. Mechanical system upgrades and replacement have been ongoing, and the Emergency Generator was recently replaced.

A. Interior Finishes: Morgue Building

The Morgue facility finishes are designed for resistance and durability. The floors and wall base are a Mexican quarry tile that has performed well. The quarry tile finish extends up the wall twenty-eight inches (28”) in the Autopsy, Teaching and Decomp Labs, with portions of the remaining height of the walls covered in Fiberglass Reinforced Plastic (FRP) panels (see Figure 2). The remaining walls and ceilings in the labs are painted with a water-resistant epoxy paint. This water-resistant epoxy paint is also used in many of the support rooms in the Morgue Facility, which appears to be in good condition (see Figure 3). The original Vinyl Tile appears to have been replaced with Wood Plank style Luxury Vinyl Tile (LVT). Restroom areas have original two inch by two-inch (2”x2”) porcelain tile flooring (see Figure 5).

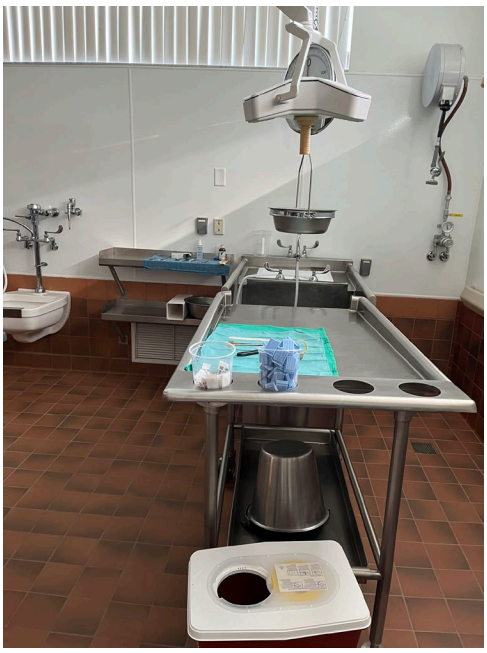


Figure 2: Autopsy Lab



Figure 3: X-Ray Room



Figure 4: Built-In Casework



Figure 5: Restroom

The built-in cabinetry is plywood covered in plastic laminate and is in fair condition, with dated colors. Upper cabinets have dust tops to prevent dust build up and prevent the tops of the cabinets from being used for storage (see Figure 4 above).

B. Interior Finishes: Administration Building



Figure 6: Aluminum Storefront at Office

The Administration Building has standard office finishes; carpet, paint, and acoustic ceiling tile (ACT). In areas where the original Vinyl Tile was replaced, it was with a LVT that matches the one used in the Morgue Building. In the offices and general spaces, the carpet is in fair condition. A door height aluminum storefront system allows visible connection from the offices to the general spaces (see Figure 6). Ceiling tile is in good condition and does not show discoloration or staining from roof leaks or other condensation. Restrooms have original two inch by two-inch (2”x2”) porcelain tile flooring.

Built-in cabinetry is plywood covered in plastic laminate and is in fair condition, with dated colors (see Figure 7). Upper cabinets have dust tops to prevent dust build up and prevent the tops of the cabinets from being used for storage. There are two large Reception Station built-in with wood grain plastic laminate and oak trim (see Figure 8). These are in fair to poor condition.



Figure 7: Built-In Casework at Lounge

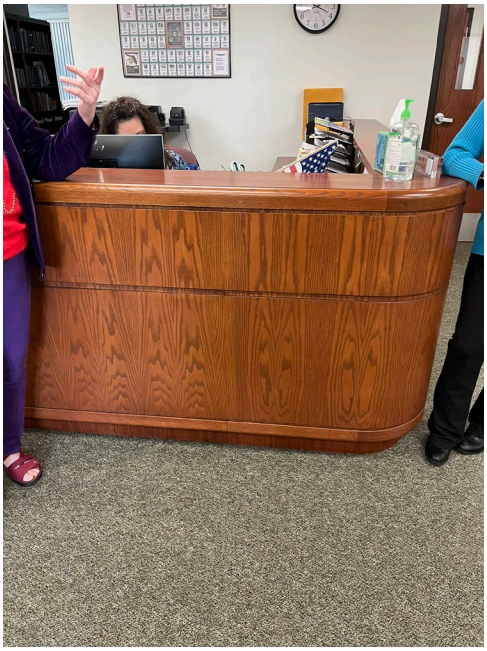


Figure 8: Custom Workstation Casework

C. Existing Program



Figure 9: Covered Exterior Area

The Morgue Building has a covered, exterior loading area where bodies are received (see Figure 9). They are moved to one of two cooler areas. There is a Decomposition Autopsy room with one (1) table (see Figure 10), a Teaching Autopsy room with one (1) table (see Figure 11) and an Autopsy Lab room with three (3) tables (see Figures 12 and 13); for a total of five (5) tables. There are General and Specimen Storage rooms (see Figures 14-17), as well as Law Enforcement Officer (LEO) (see Figure 18) and X-Ray Processing rooms (see Figure 19). There is currently one (1) Office in this portion of the building, with four (4) workstations for Morgue Techs (see Figure 20). There are locker/restrooms with one (1) shower for each gender (see Figure 21). Please refer to the Space Planning Table in Appendix C for a complete list of spaces and existing square footage.



Figure 10: Decomposition Autopsy Lab

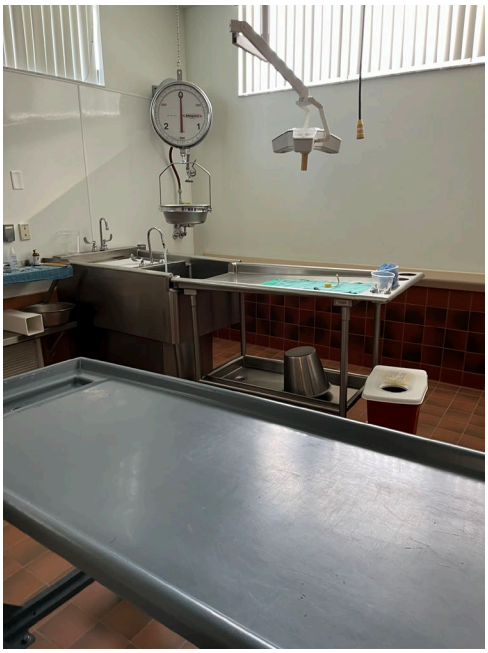


Figure 11: Teaching Autopsy Lab



Figure 12: Autopsy Lab



Figure 13: Autopsy Lab



Figure 14: Specimen Storage



Figure 15: Specimen Storage



Figure 16: Specimen Storage

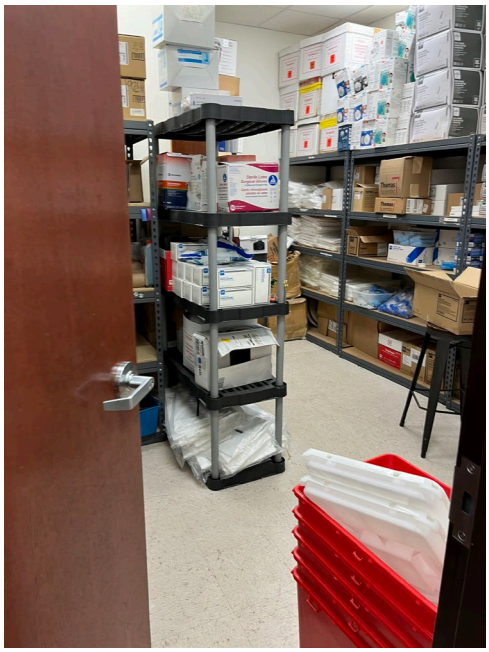


Figure 17: General Storage



Figure 18: Law Enforcement Officer Room



Figure 19: X-Ray Room

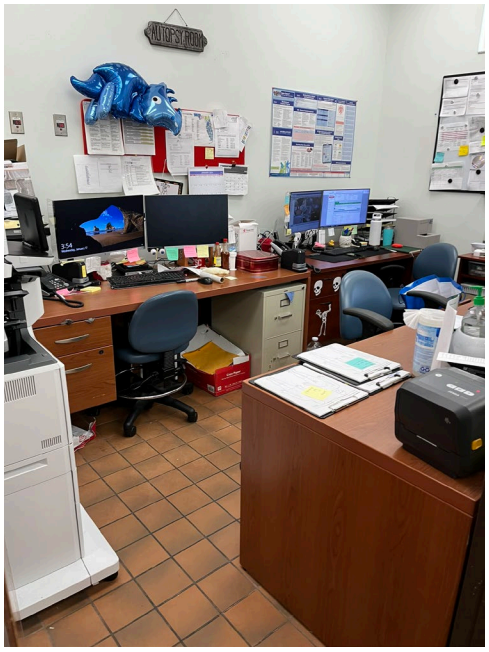


Figure 20: Morgue Tech Office



Figure 21: Locker Room



Figure 22: High Density Record Storage

The Administrative Building has a number of offices, some are original and some are repurposed spaces now used for offices. There is an Entry and Reception Area, with Single Occupant Toilet Rooms and a Conference Room adjacent to the Entry. There is an employee lounge with built-in casework and refrigerator. There are two (2) single occupant restrooms at the main entrance. The Pathologist's Office has a single occupant restroom. Records Storage utilizes high density storage system (see Figure 22). Please refer to the Space Planning Table in Appendix C for a complete list of spaces and existing square footage.

3. Program Development

Initial discussions regarding programming needs for the expansion of the existing facility began in July of 2023. As the county continues a steadily strong growth rate, the existing facilities and staffing are insufficient for current and future needs. There are currently eleven (11) staff in the administration building and will need to include six (6) additional staff for future growth. There are currently four (4) technicians in the morgue building and will need three (3) additional for future growth. A total of twenty-four (24) staff is needed to be accommodated after the expansion.

In the Administration Building the following deficiencies were noted:

a. Two (2) additional offices will be needed to accommodate future doctor positions.
b. File/supply storage areas are inadequate; double or triple the amount of storage space is needed.
c. Addition of four (4) administration workstations is needed for future growth.
d. The existing breakroom is too small. They need space for a larger refrigerator and table, stove, cabinets, additional counter space, and electrical outlets.
e. The existing janitor closet is too small.
f. Additional staff restrooms are needed.
g. A quiet room is needed.

In the Morgue Building the following deficiencies were noted:

a. All the storage areas (supplies, specimens, refrigerator) are inadequate; double or triple the amount of space is needed.
b. The work areas for the technicians are far too small. A 6'x6' workstation with a shared work area is needed. The number of technicians is expected to increase from four (4) to seven (7).
c. Two (2) additional offices will be needed to accommodate future doctors.
d. The locker rooms meet current needs but will need to be expanded to meet future staff growth.
e. The existing X-ray processing, laundry and janitor spaces are too small.
f. Include a breakroom for the morgue techs including appliances.

While the Autopsy Lab meets current needs it will not meet future needs.

On January 17, 2024, a site visit was performed, and the following items were discussed on site:

Administrative Building
a. Offices with windows preferred over open cubicles. Avoid call center feel.
b. Central open workstation w/distribution space preferred.
c. Lobby should feel welcoming & not institutionalized, but secure.
d. Additional Restrooms are needed, greater female to male staff ratio.
e. Expansion of employee lounge required w/seating and increased counter space.
f. Expansion of custodial closet.
g. Hard copy, high density storage is foreseen for the future.
h. Offices are currently oversized.
i. Quiet/Lactation Room required.
j. Fire Alarm System will need to be replaced so that voice evacuation can be added per code.

Morgue Building
a. Additional Restrooms/Lockers are needed, greater female to male staff ratio.
b. Decomposition Cooler needs to be expanded as well as General Cooler
    a. Open body rack shelving similar to existing is desired.
c. Storage for Hazmat Material required.
d. Storage of 15 gallons of formaldehyde required.
e. Storage for body table carts required.
f. Morgue Tech need four (4) current + three (3) future cubicles with a centralized printer.
g. Future X-Ray equipment to be “Lodox eXero-DR” system (estimated at $538,000).
h. The current “Teaching Autopsy” space is underutilized, primarily used for special consultant examinations.
i. Dictation space is currently used by law enforcement, to process evidence.
j. Telecom service may need to be rebuilt depending on new Morgue Building configuration and Telecom vault relocation.
k. Morgue Techs need prep and set up space.
l. Specimen Storage
    a. Heavy duty shelving required.
    b. Slide storage units, extremely heavy and may need high strength concrete/pad.
    c. Require two (2) or more residential sized refrigerator/freezer units.

The above noted comments and deficiencies were used to develop a revised space requirement program.

4. Proposed Program Narrative

A. General
Project will need to be phased so that the building remains operational. To that end, the new addition will be constructed first and once completed, staff will move to the new portion of the buildings while renovations to the existing buildings is performed.

B. Administration Building
    a. Provide new Architectural element to designate entry area, storm harden storefront system, so that wayfinding on site is understood as to where the entrance to the building is located.
    b. The reception area to be revised to provide security while still maintaining a welcoming atmosphere.
    c. Provide additional restrooms to accommodate the Potty Parity for a larger female to male staff ratio.

d. Record Storage to be enlarged to allow for offsite records to be stored on site.
e. New conference room is required to hold larger meetings.
f. Offices will continue to utilize window wall systems along corridors to allow visual connection but still have sound control and privacy when needed or required.
g. Further, the offices will be sized to utilize existing furnishings.
h. Provide additional Janitorial and Storage Spaces.
i. Provide the following office types:
    1. Chief Pathologist's Office with attached single occupancy restroom and shower
    2. (3) Three large Doctor's Offices
    3. (1) One Office Manager's Office
    4. (1) One Law Enforcement Officer Liaison Office
    5. (1) One open work with distribution layout space
    6. (8) Eight general Offices

C. Morgue Building
a. Provide new Decomposition Autopsy Lab and Decomposition Cooler with direct access to existing Lab and Decomposition Cooler.
b. Extend Covered Loading Area to allow for storage of morgue carts.
c. Provide additional Landry and Janitorial spaces.
d. X-Ray Room to be increased to provide space for two (2) Lodox eXero machines including all required power and utilities. At this time only one (1) Lodox eXero machine to be included in the cost estimate, the second machine to be funded at a later time.
e. Replace all existing P-Lam cabinetry with new base cabinetry with phenolic counter surfaces.
f. Increase Autopsy Lab and maintain visual and physical connection between the two spaces as much as possible. Provide new base cabinets with phenolic counter surface.
g. Provide an additional two (2) new Autopsy Coolers. New coolers to have connection to corridor, but not each other. Two (2) smaller coolers are preferred over one (1) large cooler for flexibility and cleaning.
h. Adjacent to the new Autopsy Lab should be a Morgue Tech Suite and an Anthropology Lab.
i. Morgue Tech Suite to have gypsum board on metal stud perimeter wall with systems furniture workspaces.
j. Provide larger Specimen and General Storage spaces. Specimen storage to include heavy duty shelving and high-density glass specimen storage. Three (3) new refrigerator/freezer units in Specimen Storage.
k. Additional restroom, lockers, and showers to accommodate the Potty Parity for a larger female to male staff ratio.

D. Line-item costs will be added for the following items:
a. Replacing the standing seam metal roof down to the decking to allow for uniformed appearance.
b. Replacing all windows along the building perimeter to current building code.
c. Upgrades to harden exterior shell to allow use as a refuge in inclement weather.

5. Cost Estimate

Refer to Appendix A for Cost Estimate.

6. Civil

Refer to Appendix B for Conceptual Site Plan drawing information.

The Polk County Medical Examiner's Office expansion will require the following site improvements:

A. Sitework

The medical examiner has indicated there isn't a strong need for additional parking as there is currently some excess. During times of increased visitors (such as for classes/training) there is plenty of off-street grass parking that can accommodate the temporary increase. However, the office expansion layout would impact (4) existing parking stalls which would need to be replaced/relocated. Suggested stall locations are provided on the conceptual site plan.

B. Stormwater/Drainage

The examiner's office and the immediate surrounding area are covered under an existing Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP). The permit number is 13610.002. The office expansion project would require a minor modification to this existing permit due to the increase in impervious area and various changes to the existing drainage infrastructure. Conveyance swales going around the north and east portions of the existing building would need to be filled in or otherwise modified with the expansion, and several roof drain downspouts on the east side of the building that are currently going underground to an unidentified system would need to be removed. For the office expansion any new roof drains would need to be collected into a storm line and routed to the existing stormwater pond. A 12-inch storm pipe is included on the conceptual plan for this purpose. Drainage calculations will need to be performed for the project to determine if the existing stormwater pond is still capable of retaining the 100-year, 24-hour storm. If it is unable to do so the pond will need to be modified (deepened or made larger), or the pond can be redesigned to retain the 25-year, 24-hour storm with a new outfall control structure that discharges into the master retention pond.

C. Utilities

The existing water and sewer connections to the examiner's office are located on the east side of the building, so the expansion project will impact these and require relocations. There are two sewer cleanouts on the outside of the building, one for each of the north and south portions, which will need to be routed through the proposed expansion in order to keep the existing office in service during construction. The water backflow preventer and meter assembly is also within the footprint of the office expansion, so this will need to be relocated and the services adjusted as well. The increased square footage of the office expansion would require the north portion of the new building to be sprinkled, so a new fire line will need to be installed to service this. Ideally this fire line could be tapped into the water line servicing the fire hydrant in front of the existing building, but this will depend on the pipe size and available flow rates.

In order to properly plan for the utility re-routing and relocations a SUE survey is recommended in addition to the typical boundary and topographic survey.

7. Structure

New construction to be similar to the existing. Concrete footings with reinforced eight inch (8”) CMU and a five inch (5”) thick reinforced concrete slab on grade in the Morgue Building Addition and a four inch (4”) thick reinforced concrete slab on grade in the Administration Building Addition. Pre-engineered wood roof trusses support the roof. A high roof between the two buildings is supported on reinforced concrete columns.

Recommend existing exterior walls be evaluated to determine wind load capacity. Existing windows that remain on the perimeter after new construction are recommended to be replaced to meet current codes.

8. Architectural

A. Building Codes
   a. Florida Building Code – Building 2023
   b. Florida Building Code – Existing Buildings 2023
   c. NFPA 13

B. Administration Building Demolition

Demolition of existing elements to allow for new construction to include:

   a. Removal of existing Male Toilet Room, patch and prep all surfaces for new construction. This area to be a passageway to the new construction.
   b. Remove two (2) portions of Exterior CMU Wall to allow connection from existing to new. (One at existing Men’s Restroom and one at existing Chief Pathologist’s Office)
   c. Remove interior 3 5/8” steel stud partition walls at offices, including interior windows and doors create new larger Records Storage.
   d. Remove existing woodwork station to create Storage area.
   e. Remove the existing Reception desk, to be replaced with new.
   f. Remove casework in Breakroom to be replaced with new larger casework.
   g. Remove floor finish throughout and replace with new.
   h. Remove steel stud partition, and wood door and metal frame including side lite at entry into existing Chief Pathologists Office.
   i. Remove and replace existing Conference Room flooring with large format LVT.

C. Morgue Building Demolition

Demolition of existing elements to allow for new construction to include:

   a. Remove portion of lead-lined wall between X-Ray and Storage, to combine the two spaces.
   b. Remove Morgue Tech Office and portion of exterior wall for passageway between existing and new construction.
   c. Remove portions of Exterior CMU Wall at Existing Autopsy Labs to connect to new, one portion must be full height to allow ability to walk between old and new Autopsy Labs. Other portions to be coordinated with structural to allow for visual connection between the old and new Autopsy Labs.
   d. Remove portion of wall and telecom curb for future passage from receiving to new construction.
   e. Remove existing wall at Custodial Closet to expand, new wall will be provided.
   f. Remove wall hung casework in X-Ray.

g. Remove all built in wall hung upper and base casework throughout Autopsy Lab, Decomposition Lab and Receiving.

D. New Construction Administration Building

Metal stud partitions, with interior windows and vision panel hardwood doors. All interior partitions and furring to be painted 5/8" gypsum wall board. Two by two acoustical ceiling tile system at nine feet and zero inches (9'-0") above finished floor (AFF) to match existing. Carpet in offices and corridors. Large format luxury vinyl tile in storage and common spaces. Vinyl floor base throughout. Restrooms to be ceramic tile floors, base, and ceramic tile on walls to four feet and zero inches (4'-0") above finished floor per FBC. All Square Footage (SF) to follow is approximate and does not include circulation.

a. Provide (5) five offices, 150 SF each.
b. Provide (1) one open workspace with surface counters, 120 SF.
c. Provide (8) eight offices, 80 SF each.
d. Provide new Chief Pathologist Office with attached restroom including shower.
e. Provide additional single occupant men's restroom.
f. Provide additional female restrooms with 3 toilets and 2 lavatories.
g. Provide additional janitorial and utility rooms.
h. Provide new Supply and General Storage Rooms
i. Extend High Density Records Storage to 1,285 SF.
j. Provide Conference Room 640 SF.

E. New Construction Morgue Building

Metal stud partitions, with interior windows and vision panel hardwood doors. All interior partitions and furring to be painted 5/8" gypsum wall board, except where noted walls to be finished with washable fiber-reinforced plastic (FRP) panels. Two by two acoustical ceiling tile system at nine feet and zero inches (9'-0") above finished floor, except where noted below. Morgue Facility to have Mexican quarry tile flooring and wall base to match existing, Restrooms to have ceramic tile floors, base, and ceramic tile on walls to four feet and zero inches (4'-0") above finished floor per FBC.

a. Provide new three (3) walk-in style packaged coolers, insulated on all four (4) sides including recessed slab coordinated with manufacturer's floor system, minimum 10'-0" high ceiling AFF. Provide two (2) "clean" coolers and one (1) "dirty" (Decomposition) cooler. Locate new dirty cooler next to existing dirty cooler.
b. Provide four (4) tier stationary stainless steel morgue cadaver rack systems to line one wall of each of the new coolers (see Figure 23).
c. Provide Specimen Storage approx. 900 SF with adjustable three (3) tier Heavy Duty Shelving. Provide 2'-0"x 2'-0" ACT in Specimen Storage at 10'-0" AFF. Specimen Storage does not need additional room cooling or insulation.
d. Provide three (3) ADA compliant refrigerators with bottom freezer units in the Specimen Storage Room.
e. Provide new locker/restroom facilities for eight (8) women and four (4) men. Provide one set of double tier wooden lockers per person with laminate finishes, including 4" base and dust tops.
f. Provide seven (7) 60 SF min. Morgue Tech cubicles with systems furniture within an enclosed "suite" adjacent to Autopsy Lab.
g. Provide casework for Morgue Tech work prep with chemical resistant phenolic resin countertops.
h. Provide an Anthropology Lab 175 SF, for unidentified specimens.
i. Provide 240 SF of General Storage Space with four (4) tier shelving.

j. Extend existing Covered Loading Area to provide an additional 800 SF of space to allow for additional Cart Storage.
k. Provide an additional 1,200 SF of Clean Autopsy Lab space with four (4) tables and sinks, provide cabinets around perimeter. Autopsy space has a washable, non-porous ceiling 10'-0" AFF. Provide Mexican Quarry Tile wainscot with FRP panels to a height of 8'-0" AFF.
l. Provide an additional 460 SF of Decomposition Lab space with one (1) table, sink and cabinets. Decomposition Lab has a washable, non-porous ceiling. Provide Mexican Quarry Tile wainscot with FRP panels to a height of 8'-0" AFF.

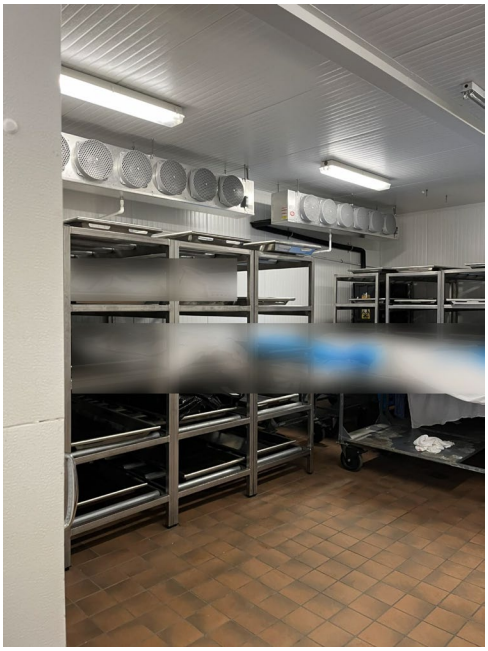


Figure 23: Morgue Cooler with Racks



Figure 24: Existing Courtyard

F. Roofs and Exterior Spaces
    a. Cost estimate to provide separate line-item costs for:
        a. Replacing the entire standing seam metal roof system with new, so that the entire facility looks unified.
        b. Attach to the existing roof with new material, only as required to provide a watertight system from new material to existing.
    b. Extend the courtyard between the two buildings to maintain odor and contaminant control. Providing additional portion of raised roof over the courtyard to 3'-0" beyond the building courtyard enclosure fence line (see Figure 24) to protect staff from inclement weather.
    c. Provide visual security by obscuring line of sight into the courtyard by the public from east and the road.
    d. Courtyard to be designed to be pleasant and habitable for use by the staff.

9. General Utilities

The scope of the project will be to expand both the Administration and Morgue buildings, both existing buildings will need to be fully operational/functional during the expansion construction with minimal impact to day-to-day operations. Logistically, the MEPT systems in the expansion areas will be new and primarily dedicated to serving the expansion in both buildings.

A. Existing Site Utility Services

a. Plumbing
The existing water service for the building is now located on the eastern side of the property and will be within the footprint of the new building expansions. The service point will need to be relocated outside of the footprint. It will serve the new expansions and reconnect to the existing water service feed for the existing buildings (see Figure 25).



Figure 25: Water Service/Backflow Preventer



Figure 26: Site Drainage Swales

b. Storm Water



The existing building utilizes a gutter and downspout (see Figure 27) system that feeds into a storm water swale (see Figure 28) on the expansion side of the building. The Drainage will need to be reworked to allow for the building expansion.

Figure 27: Typical Downspout

c. Telecommunications



The existing low voltage service provider's manhole is within the footprint of the Morgue building expansion and will need to be relocated (see Figure 28).

Figure 28: Low Voltage Manhole

d. Electrical

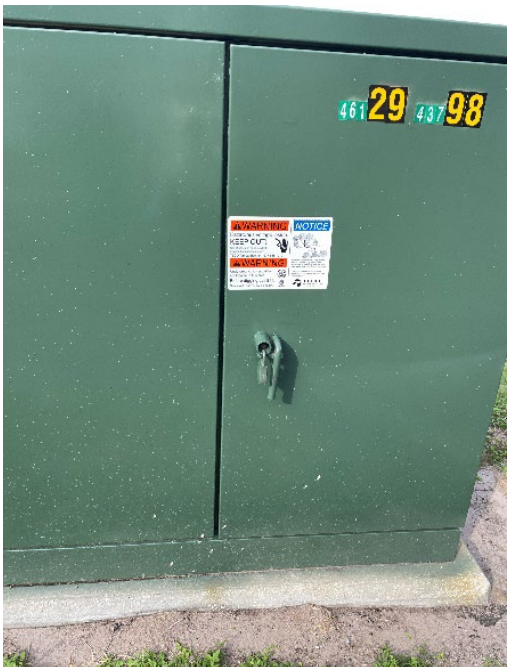


Figure 29: Electric Utility Service

Normal Electrical Service
The main electrical utility service is located on the northwest corner of the site. Based on the existing utility monthly usage the existing service will be able to accommodate the expansion of both buildings. (See Figure 29)

Emergency Generator System
Currently there is a generator and fuel storage on the north side of the existing building currently serving both existing buildings.

e. Fire Protection



Figure 30: Record Storage Fire Protection System

The current Records Storage area is served by an HFC 227 ea system. This is a FM 200 class system and still used. It needs to be relocated as the storage tank and control valve system are currently in an office space. (See Figure 30)

10. Fire Suppression

Fire Sprinkler (Existing and New)

a. The existing buildings are not sprinkled. Based on current Florida Building Code 2023 requirements, total square footage of the expansion, and preliminary meetings with the building department, the Morgue Building (new and existing portions) will require a sprinkler system. The Administration Building (new and existing portions) will not require a sprinkler system.
    a. A flow test should be provided on the closest fire hydrant to determine water pressure, it is not anticipated to have a fire pump for the sprinkler system.
    b. A new dedicated waterline and backflow preventor will need to be provided on the site to accommodate the new sprinkler system.

11. Plumbing

Plumbing Systems (Existing)

a. The existing fixtures shall not be replaced in either the existing portions of the Morgue and Administration Buildings.
b. The water heater in the existing build appears to be original to the building. Based on the age of the water heater (20 years) and the life expectancy of water heaters (15-20 years) we would recommend replacing the water heater as part of the remodel. (See Figure 31).



Figure 31: Water Heater

Plumbing Systems (New)

a. New low flow fixtures with powered touchless type trim shall be utilized for the expansion area of the Morgue and Administration Buildings.
b. Provide one (1) New 40-gallon water heater shall be provided for the new Admin Expansion, and one (1) new 50-gallon water heater shall be provided for the new Morgue Building Expansion Area.

c. During the renovation of the Morgue and Administration Buildings replace both the 85-gallon and 40-gallon water heaters.

12. Heating, Ventilation, and Air Conditioning

Mechanical System Criteria:

a. Outdoor Design Conditions

a. Winter DB: 42.5 degrees F
b. Summer DB: 91.3 degrees F
c. Summer WB: 77.3 degrees F
d. Summer Daily Range (Outdoor-Indoor) 18.1° F

b. Indoor Design Conditions

a. Summer DB: varies per space
b. Summer RH%: 55-60% target
c. Winter DB: 70 degrees F

c. Cooling and Heating Systems (Existing):



Figure 32: HVAC Unit

a. The HVAC units supplying the existing Decomposition Autopsy (approximately 7 tons) have recently been replaced. No additional work is anticipated in this area.

b. Existing Refrigerated Storage Areas (Coolers) in the Morgue Building are existing to remain.

c. The HVAC system serving the Autopsy and Teaching Autopsy (approximately 30 tons) is needing to be replaced. Note: This unit has two separate circuits and two condensing units (one is shown in Figure 32).

d. The HVAC system serving the Administration Building is existing to remain.

d. Cooling and Heating Systems (New):

a. All new units serving the expansions shall be provided with a UV air treatment system as well as a CosaTron air purification system. All units shall be supplied with these systems.

b. Offices and similar spaces shall be cooled and heated utilizing split system HVAC units with electric heat. The space design for these areas will be 72 deg F cooling and 68 deg F heating. Areas will have one temperature sensor. Each unit shall have its own local controller with a BACnet interface for BAS

control. The outside air will be supplied through each unit supplying the space. Each outdoor unit compressor will have digital scroll load management.

c. The Autopsy Lab area shall be cooled and heated utilizing split system HVAC units with electric heat. The space design for these areas will be 64 deg F cooling and 64 deg F heating. Each unit shall have its own local controller with a BACnet interface for BAS control. The outside air will be supplied through each unit supplying the space. Each outdoor unit compressor will have digital scroll load management.

d. New Refrigerated Storage Areas (Coolers) will be supplied as fully manufactured systems to match existing systems on site.

e. We are estimating that the Morgue Expansion will need approximately a 15 to 20 Ton HVAC system and the Office Expansion will need a 8 to 10 Ton HVAC system.

e. Building Automation and Energy Management:

a. The system shall be locally controlled for the spaces. The thermostats shall have the ability to have BACnet direct digital control for energy management, equipment monitoring and control.

13. Electrical

Electrical System (Electrical Service): The new and existing loads that will be connected to the main electrical service during construction may require a new service from the utility.

a. Main Electrical Service (Existing)

a. The current building service is 120/208V 1200A 3-phase, 4-wire.
b. The building electrical service is provided by a utility pad mount transformer (see Figure 33) on the north side of the building. The transformer is internally C.T.'d with a meter mounted nearby on a rack.

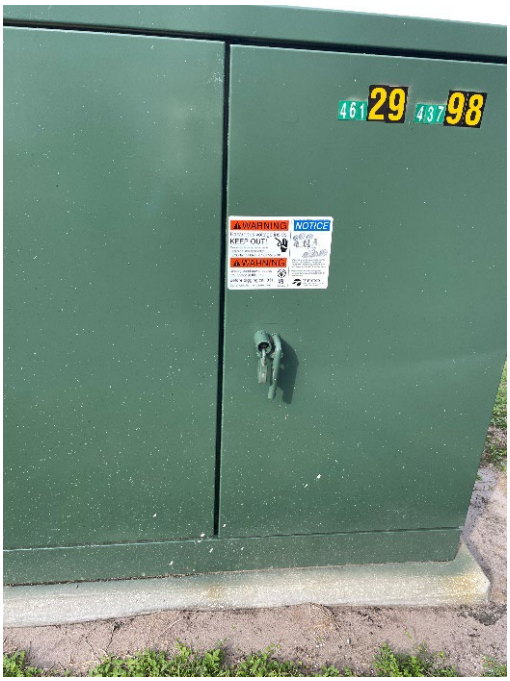


Figure 33: Main Electrical Service

b. Main Electrical Service (New for Expansion)
Based on existing utility usage provided by the owner, the existing utility service is approximately 1/3 loaded at 368 Amps, and has the capacity to service both building expansions.
    a. Provide one (1) new 800 switchboard to be located outdoors adjacent to the utility transformer. Switchboards to have power logic technology and surge protection.
    b. The new switchboard shall feed the following:
        a. New 600A 120/208V 3PH 4W panelboard in Morgue Expansion Electrical Room.
        b. New 400A ATS.
        c. New 100A ATS.
        d. New 150A 120/208V 3PH 4W double tub panelboard in Office Expansion Electrical Room.

c. Life Safety Generator (Existing)
    a. The owner indicated (during in person meetings) that the original life safety generator (250KW) was replaced recently with a much smaller unit (200KW). Although the existing current generator is accommodating the existing building it will most likely not have the capacity to fully support the expansion.

d. Life Safety Generator (New)
    a. Based on phasing of the building expansions and needs of the facility to be fully operational during hurricane events (as a defend in place facility) the county is going to provide a second generator for the expansion. Based on preliminary generator load for the expansion it is our engineering recommendation to provide a minimum 150KW generator, with two (2) new Automatic Transfer Switches (ATS). A 400A ATS for the Equipment/Standby Loads and a 100A ATS for the Emergency Loads.

b. The new 400A ATS will service a new 400A panel in the new Morgue Electrical Room and the new 100A ATS will serve a new 100A panel in the Morgue Electrical Room.
c. The new office expansion shall be provided with a new 60A emergency panelboard and new 150A double tub panelboard feed from the new 400A panel in the Morgue expansion.
d. Provide 30 metering on existing Switchboard EDP-1 and Panelboard LS-1 to determine the actual existing load on the existing Generator System and potential capacity for the renovation of the existing Morgue and Admin Areas.

e. Electrical Power & Lighting General Performance Scope Items

Building Distribution

a. Acceptable Manufacturers: GE, Square D, and Cutler Hammer.
b. Switchboards to have power logic technology and surge protection.
c. 208/120V panelboards to be located in electrical rooms and near major electrical loads.
d. Surge Protection Devices to be provided at each panel serving computer equipment and branch circuits and emergency panelboards.

The lighting is all to be replaced.

a. Lighting fixture types by area:
   a. Utility areas - Surface or suspended LED.
   b. Office and Corridors - Recessed lensed LED.
   c. Restrooms - Recessed lensed LED.
   d. Commons – LED.
   e. UV lights are to be utilized in the Autopsy and Refrigerated Storage areas.



Figure 33: Autopsy Lab Lighting and Power Drops

b. Emergency power

a. Egress lighting, including exit signs, to comply with NFPA 101 Life Safety Code. A generator in the new mechanical yard area shall be provided to provide power for emergency lighting and power.

c. Lighting control

a. A complete system of lighting control occupancy/vacancy sensors, to be provided for the new additions and areas of renovation. New exterior lighting shall be controlled by contactor switched automatically by the Building Automation System

14. Communications

General

a. In the new building, provide a complete and tested cable distribution system for data interconnections (Local Area Network), as well as a distributed wireless access system throughout the facility. The data distribution system shall include fully terminated unshielded twisted pair cables Cat 6, fiber optic cabling, raceways, conduit, UTP termination devices, data communications outlets, wireless access points, fiber enclosures, patch panels, patch cables, network racks, and other incidental and miscellaneous premises wiring and system hardware as required for a complete system.

b. To accommodate the new building, the existing MDF and IDF will need to be reworked during the remodel. The existing MDF will need to be removed and replaced with an IDF in that area. The existing IDF that is currently in a framed in closed area will need to be redone. The new building will have a new MDF to feed the two reworked IDFs in the existing building. A new 12 strand single mode and 12 strand OM4 indoor/outdoor plenum rated interlocking armored fiber will be routed from the new MDF to the two reworked IDFs.



Figure 35: Defunct Security System

Public Address System, Security Cameras, Intrusion Detection, Access Control:

a. In the area of the addition, provide a new public address system, security camera system, intrusion detection system, and access control systems. These systems will connect back to the existing systems within the existing building.

b. The existing security system did not appear operational during the site walk through.

15. Electronic Safety and Security



Figure 36: Fire Alarm System

Fire Alarm System:

a. For the new building a new Fire Alarm system with Voice Evacuation will be provided.

b. For the existing building, the panel does not currently have Voice Evacuation. The fire alarm will be upgraded in the new building to Voice Evacuation and Voice Evacuation will be added to the existing building. A slave panel with Voice Evacuation connected to the new building will replace the existing Fire Alarm Panel.

Appendix A
Cost Estimate

COST ESTIMATE

PROJECT : **Polk County Medical Examiner's Office** DATE : 02/22/2024
LOCATION : **Winter Haven, Florida** PROJ # : 2024.103
FILE NAME : **Polk Co Med Examiners Office** **New Bldg. GSF 12,600** PAGE : 1 OF 5

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	PER S.F.	TOTAL COST
FEASIBILITY STUDY PROGRAM BUDGET						
New Building & Addition						
SITE WORK						$126,000
Building Earthwork	12,600	sf	10.00	126,000	10.00	
FOUNDATIONS						$315,000
Shallow Foundations	12,600	sf	15.00	189,000	15.00	
Excavation & Backfill	12,600	sf	10.00	126,000	10.00	
SUBSTRUCTURE						$182,350
Slab On Grade, 4"	4,800	sf	10.00	48,000	3.81	
Slab On Grade, 5"	7,800	sf	12.00	93,600	7.43	
Loading dock	815	sf	50.00	40,750	3.23	
SUPERSTRUCTURE						$600,750
Wood Truss Roof sys	13,530	sf	25.00	338,250	26.85	
Tie into existing roof	7,500	sf	35.00	262,500	20.83	
EXTERIOR CLOSURE						$464,000
CMU, Dampproof, Insul, Stucco	5,650	sf	45.00	254,250	20.18	
CMU, Tie into existing wall	6	loc	5,000.00	30,000	2.38	
HM Doors , Frames, Hardware	4	leaf's	4,000.00	16,000	1.27	
Impact Windows 25% of solid walls	1,413	sf	100.00	141,250	11.21	
Impact AL/GL Doors,sin	3	ea	7,500.00	22,500	1.79	
ROOFING						$548,750
Standing Seam Metal Roof	13,530	sf	35.00	473,550	37.58	
Entry Structure Feature - Allowance	1	ls	50,000.00	50,000	3.97	
Sealants	12,600	sf	2.00	25,200	2.00	
INTERIOR FINISHES CONSTRUCTION						$807,145
New Administration Addition - 4,800GSF						
Corridors	1,673	sf	45.00	75,285	5.98	
Offices	1,854	sf	75.00	139,050	11.04	
Conference	640	sf	75.00	48,000	3.81	
Toilets/Janitor	433	sf	85.00	36,805	2.92	
Mech/Elect	200	sf	35.00	7,000	0.56	
New Morgue Addition - 7,800GSF						
Corridors	1,213	sf	55.00	66,715	5.29	
Coolers	1,260	sf	30.00	37,800	3.00	
Labs/Morgue	2,656	sf	105.00	278,880	22.13	
Storage	1,135	sf	55.00	62,425	4.95	
Toilets/Janitor	436	sf	85.00	37,060	2.94	
Mech/Elect	285	sf	35.00	9,975	0.79	
Loading dock	815	sf	10.00	8,150	0.65	
SPECIAL CONSTRUCTION						$481,200
Specialties	12,600	sf	4.00	50,400	4.00	
Casework	12,600	sf	5.00	63,000	5.00	
Equipment (Coolers)	1,260	sf	200.00	252,000	20.00	

COST ESTIMATE

PROJECT : **Polk County Medical Examiner's Office** DATE : 02/22/2024
LOCATION : **Winter Haven, Florida** PROJ # : 2024.103
FILE NAME : **Polk Co Med Examiners Office** **New Bldg. GSF 12,600** PAGE : 2 OF 5

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL	COST PER S.F.	TOTAL COST
FEASIBILITY STUDY PROGRAM BUDGET						
New Building & Addition						
SPECIAL CONSTRUCTION - Continued						
Morgue cadaver racks sys	4	ea	10,000.00	40,000	3.17	
HD Shelving 3 tier	80	lf	200.00	16,000	1.27	
HD Shelving 4 tier	20	lf	250.00	5,000	0.40	
ADA Compliant Refrigerators	3	ea	5,000.00	15,000	1.19	
Wood Lockers	12	ea	400.00	4,800	0.38	
Morgure Tech cubicles	7	ea	5,000.00	35,000	2.78	
F.F. & E. - N.I.C.						
CONVEYING SYSTEMS						$0
None						
MECHANICAL						$802,800
Fire Sprinkler Sys (Morgue only)	7,800	sf	6.00	46,800	3.71	
Fire Pump - None						
Plumbing	12,600	sf	25.00	315,000	25.00	
Domestic Water Pump - None						
HVAC - DX sys	12,600	sf	35.00	441,000	35.00	
ELECTRICAL						$1,195,000
Electrical -	12,600	sf	50.00	630,000	50.00	
Electrical - Tel/Data	12,600	sf	5.00	63,000	5.00	
Electrical - Technology	12,600	sf	20.00	252,000	20.00	
Electrical - Generator 150KW	1	ea	250,000.00	250,000	19.84	
				Subtotal:	438.33	5,522,995
Contractor General Conditions	15.0%				65.75	828,450
P & P Bond / Sub Bond	3.5%				17.64	222,300
Estimate Contingency	15.0%				78.26	986,060
Escalation - thru 2025	6.0%				36.00	453,590
Contractor O.H.& P.	6.0%				38.16	480,805
			PROBABLE BUILDING BUDGET TOTAL:		674.14	**$8,494,200**

COST ESTIMATE

PROJECT : **Polk County Medical Examiner's Office** DATE : 02/22/2024
LOCATION : **Winter Haven, Florida** PROJ # : 2024.103
FILE NAME : **Polk Co Med Examiners Office** **Exist. Bldg. GSF 11,461** PAGE : 3 OF 5

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	PER S.F.	TOTAL COST
FEASIBILITY STUDY PROGRAM BUDGET						
Existing Building Renovations						
SITE WORK						$0
Building Earthwork - None						
FOUNDATIONS						$0
Shallow Foundations - Existing						
Excavation & Backfill - Existing						
SUBSTRUCTURE						$0
Slab On Grade, 4" - Existing						
SUPERSTRUCTURE						$0
Wood Truss Roof sys - Existing						
EXTERIOR CLOSURE						$106,500
CMU, Dampproof, Insul, Modify Existing	2	ea	5,000.00	10,000	0.87	
HM Doors , Frames, Hardware	6	leaf's	4,000.00	24,000	2.09	
Impact AL/GL Storefront	400	sf	125.00	50,000	4.36	
Impact AL/GL Doors,sin	3	ea	7,500.00	22,500	1.96	
ROOFING						$22,922
Standing Seam Metal Roof - Existing						
Sealants	11,461	sf	2.00	22,922	2.00	
INTERIOR FINISHES CONSTRUCTION						$726,895
Selective Demolition	11,461	sf	15.00	171,915	15.00	
Corridors	2,500	sf	55.00	137,500	12.00	
Reception	270	sf	50.00	13,500	1.18	
Lounge	345	sf	55.00	18,975	1.66	
Quiet/Family	400	sf	75.00	30,000	2.62	
Records storage	1,285	sf	65.00	83,525	7.29	
Coolers - existing						
Labs/Morgue	2,285	sf	105.00	239,925	20.93	
Storage/Receiving	1,782	sf	55.00	98,010	8.55	
Toilets/Janitor/Laundry	706	sf	85.00	60,010	5.24	
Mech/Elect	585	sf	35.00	20,475	1.79	
X-Ray	555	sf	45.00	24,975	2.18	
SPECIAL CONSTRUCTION						$686,993
Specialties	11,461	sf	3.00	34,383	3.00	
Casework	11,461	sf	5.00	57,305	5.00	
Equipment (Lodox X-Ray)	1	ls	538,000.00	538,000	46.94	
Equipment Misc. - Allowance	11,461	sf	5.00	57,305	5.00	
F.F. & E. - N.I.C.						

COST ESTIMATE

PROJECT : **Polk County Medical Examiner's Office** DATE : 02/22/2024
LOCATION : **Winter Haven, Florida** PROJ # : 2024.103
FILE NAME : **Polk Co Med Examiners Office** **Exist. Bldg. GSF 11,461** PAGE : 4 OF 5

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL	COST PER S.F.	TOTAL COST
FEASIBILITY STUDY PROGRAM BUDGET						
Existing Building Renovations						
CONVEYING SYSTEMS						$0
None						
MECHANICAL						$283,620
Fire Sprinkler Sys (Morgue only)	7,400	sf	6.00	44,400	3.87	
FM 200 Sys Relocate controls/tank	1	ls	10,000.00	10,000	0.87	
Plumbing - New Fixtures, same location	11,461	sf	10.00	114,610	10.00	
Domestic Water Pump - None						
HVAC - Modify Ductwork	11,461	sf	10.00	114,610	10.00	
ELECTRICAL						$687,660
Electrical -	11,461	sf	40.00	458,440	40.00	
Electrical - Tel/Data	11,461	sf	5.00	57,305	5.00	
Electrical - Technology	11,461	sf	15.00	171,915	15.00	
				Subtotal:	$219	$2,514,590
Contractor General Conditions	15.0%				$33	$377,190
P & P Bond / Sub Bond	3.5%				$9	$101,212
Estimate Contingency	15.0%				$39	$448,950
Escalation - thru 2025	6.0%				$18	$206,516
Contractor O.H.& P.	6.0%				$19	$218,907
			PROBABLE BUILDING BUDGET TOTAL:		$337	**$3,867,365**
SITE / CIVIL CONSTRUCTION						
Mobilization	1.00	ls		25,000		$25,000
Site Clearing/Site Demolition	1.00	ls		75,000		$75,000
Earthwork/Storm Water/Drainage	1.00	ls		120,000		$120,000
Parking	1.00	ls		80,000		$80,000
Sidewalks	1.00	ls		25,000		$25,000
Breezeway (New & Renovated)	3,039.00	sf		22.15		$67,320
Site Lighting	1.00	ls		20,000		$20,000
Landscape/Irrigation	1.00	ls		50,000		$50,000
Utilities - Water/Sewer Modify/Fire Line New	1.00	ls		100,000		$100,000
				Subtotal:		$562,320
Contractor General Conditions	15.0%					$84,348
P & P Bond / Sub Bond	3.5%					$22,633
Estimate Contingency	15.0%					$100,395
Escalation - thru 2025	6.0%					$46,181
Contractor O.H.& P.	6.0%					$48,953
			PROBABLE SITE/CIVIL BUDGET TOTAL:			**$864,830**
Probable Budget Recap						
New Building & Addition						$8,494,200
Renovate Existing Building						$3,867,365
Civil Site Work						$864,830
			PROBABLE CONSTRUCTION BUDGET TOTAL:			**$13,226,395**
ALTERNATES						
Reroof existing building (to match new)					ADD:	$402,000

The above budgets do not include the following;

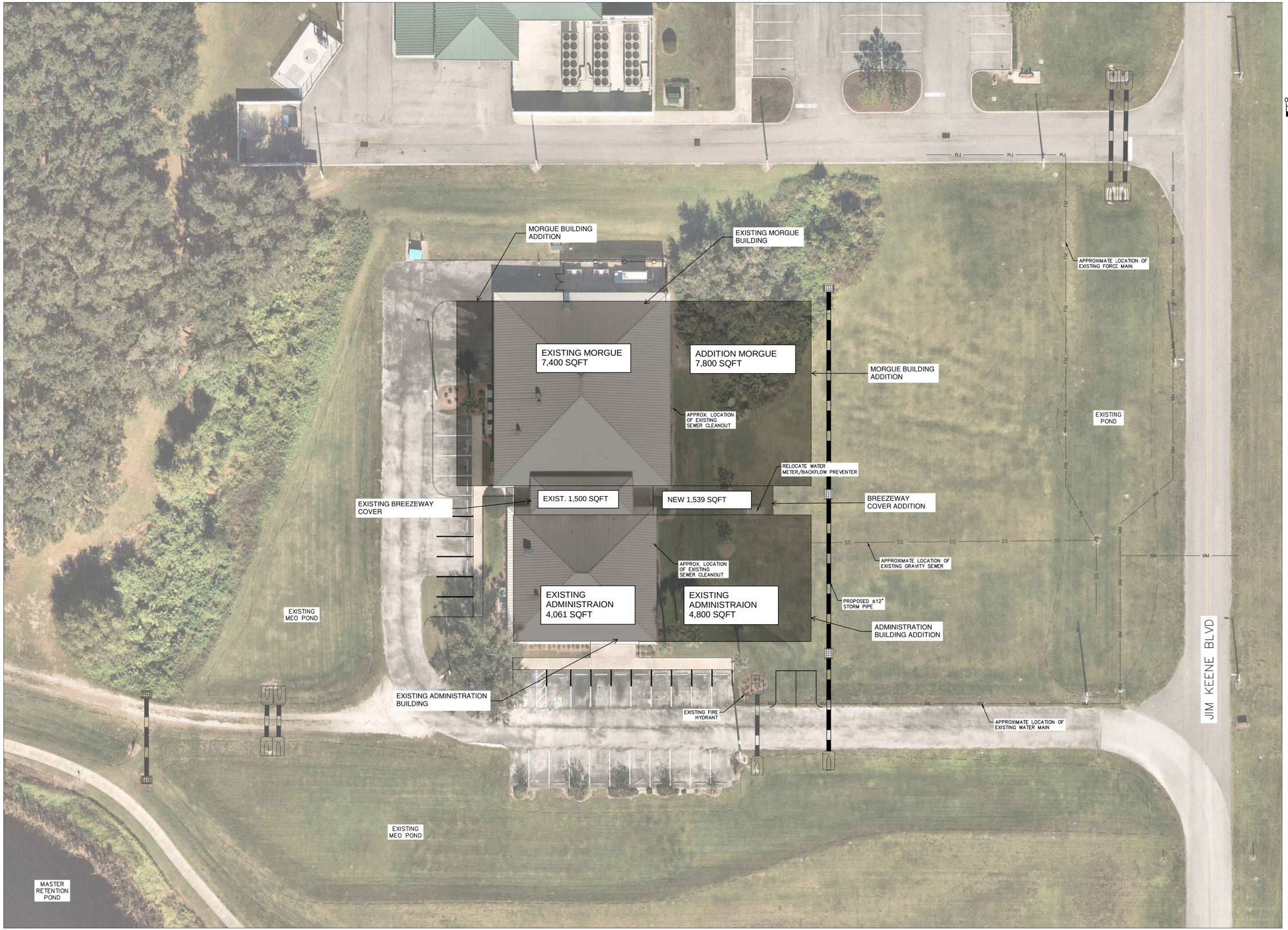
Impact Fees & Permits	Design Fees	Builder's Risk Insurance
Testing & 3rd Party Inspections	Owner Contingency	

COST ESTIMATE

PROJECT : **Polk County Medical Examiner's Office** DATE : 02/29/24
LOCATION : **Winter Haven, Florida** PROJ # : 2024.103
FILE NAME : **Polk Co Med Examiners Office** **Total Bldg. GSF 24,061** PAGE : 5 OF 5

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST PER S.F.	TOTAL COST
FEASIBILITY STUDY PROGRAM BUDGET					
Probable Project Budget Costs					
FF&E including morgue tables - Allowance					$100,000
A/E Basic Services					$1,000,000
Additional Services					
Civil Engineering					$75,000
Landscape Architecture & Irrigation Design					$10,000
AV / IT / Security Design					$50,000
Interior Design Services					$30,000
Cost Estimating					$10,000
Design Contingency					$117,500
Owner's Construction Allowance					$250,000
Additional Services w/Owner Approval					$50,000
Impact Fees & Permits - Allowance					$135,000
Testing & 3rd Party Inspections - Allowance					$65,000
Probable Project Budget Total:					**$15,520,895**

Appendix B
Conceptual Site Plan


NORTH
GRAPHIC SCALE IN FEET
0 10 20 40
MORGUE BUILDING ADDITION
EXISTING MORGUE BUILDING
APPROXIMATE LOCATION OF EXISTING FORCE MAIN
EXISTING MORGUE 7,400 SQFT
ADDITION MORGUE 7,800 SQFT
MORGUE BUILDING ADDITION
APPROX. LOCATION OF EXISTING SEWER CLEANOUT
EXISTING POND
RELOCATE WATER METER/BACKFLOW PREVENTER
EXISTING BREEZEWAY COVER
EXIST. 1,500 SQFT
NEW 1,539 SQFT
BREEZEWAY COVER ADDITION
APPROX. LOCATION OF EXISTING SEWER CLEANOUT
APPROXIMATE LOCATION OF EXISTING GRAVITY SEWER
EXISTING ADMINISTRAION 4,061 SQFT
EXISTING ADMINISTRAION 4,800 SQFT
PROPOSED ±12" STORM PIPE
ADMINISTRATION BUILDING ADDITION
EXISTING MEO POND
EXISTING ADMINISTRATION BUILDING
EXISTING FIRE HYDRANT
APPROXIMATE LOCATION OF EXISTING WATER MAIN
JIM KEENE BLVD
EXISTING MEO POND
MASTER RETENTION POND

Appendix C
Space Planning Table

POLK COUNTY MEDICAL EXAMINER'S OFFICE ADDITION STUDY
SPACE PROGRAMMING — ADD-ON OPTION

ROOM NAME	EXISTING NSF	SCALE FACTOR	FACTORED NSF	PROPOSED NSF
ADMINISTRATION BUILDING				
WAITING	309	1	309	309
RECEPTIONIST	104	1	104	104
FEMALE TOILET	51	2	102	256
MALE TOILET	53	1	53	50
CONFERENCE	315	2	630	640
LOUNGE	125	2	250	315
CHIEF PATHOLOGIST OFFICE	344	1	344	320
TOILET	80	2	160	168
JANITOR	52	2	104	112
OPEN OFFICE AREA	840	1	840	790
OFFICE	194	2	388	300
OFFICE	194	2	388	300
OFFICE	194	2	388	300
STORAGE	203	2	406	446
RECORDS STORAGE	473	3	1,419	1,285
OFFICE (PREV. FAMILY VIEWING)	180	1	180	180
OFFICE (PREV. RECORDS VIEWING)	79	1	79	-
ELECTRICAL	17	1	17	117
MECHANICAL	96	1	96	178
QUIET ROOM			130	140
TELEPHONE			60	64
CORRIDOR			1,105	1,105
SUBTOTAL ADMIN BUILDING	3,903		7,552	7,479
MORGUE BUILDING				
TEACHING	332	1	332	332
PASSAGE	102	1	102	102
MALE LOCKERS	130	2	260	240
FEMALE LOCKERS	130	3	390	460
JANITORIAL	48	2	96	214
LAW ENFORCEMENT OFFICER	67	1	67	67
AUTOPSY	912	2	1,824	2,112
X-RAY	208	2	416	555
PASSAGE	143	1	143	143
SPECIMEN STORAGE	313	3	939	925
RECEIVING	437	1	437	437
COMMUNICATIONS	107	1	107	50
STORAGE	156	2	312	240
MORGUE TECH OFFICE	126	6	756	800
COOLER #1	505	3	1,515	1,515
MECHANICAL	234	1	234	404
COVERED AREA	1,293	2	2,586	2,108
LAUNDRY	60	2	120	166
DECOMP MECHANICAL	97	1	97	97
COOLER #2	243	2	486	493
DECOMPOSITION AUTOPSY	461	2	922	922
ANTHROPOLOGY LAB			180	195
CORRIDOR			1,060	1,060
CART STORAGE (WITHIN COVERED AREA)			-	-
SUBTOTAL MORGUE BUILDING	6,104		13,381	13,637

	EXISTING		FACTORED	PROPOSED
NET SQFT TOTALS	10,007		20,933	21,116
GROSS SQFT TOTAL	11,461		24,282	24,061
BREEZEWAY	1,500	2	3,000	3,039
GRAND TOTAL	12,961		27,282	27,100

Appendix D
Bubble Diagram

MORGUE
BUILDING



ADMINISTRATION
BUILDING

LEGEND

- MAIN ENTRANCE
- INTERNAL ACCESS/EXIT
- DELIVERY ENTRANCE

EXISTING FACILITY

N

MORGUE BUILDING



ADMINISTRATION BUILDING

SPACE LEGEND

- COOLER
- LAB
- LOUNGE/CONF
- OFFICE
- RESTROOM/LOCKER
- STORAGE
- UTILITY
- X-RAY
- MAIN ENTRANCE
- INTERNAL ACCESS/EXIT
- DELIVERY ENTRANCE

PROPOSED CONCEPT

N

February 14, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Question 1: What Tab should Submittal Documents and Signed Addendums be put under?
Answer 1: Please place these items in “Tab 1, Executive Summary,” after item “e.”

Question 2: Can the County allow us to submit Polk County Survey Questionnaires that were solicited and completed by our clients for previous Polk County RFP’s?
Answer 2: 1) Yes, surveys from prior RFP submittals may be used if they meet the following criteria.

i. The survey questions are the same
ii. The scope of work of the prior RFP survey you are submitting is similar to the scope of the work of this RFP.
iii. The survey submitted is for one of the projects identified under Tab 3.
iv. If submitting a survey from a prior RFP, please manually strike through the RFP number and name on the top of the survey and write in the appropriate RFP number and name that matches the RFP you are submitting a proposal for.

Question 3: If a local consultant creates a Joint Venture with an out of state Architect, will that out-of-state architect be required to attend the pre-proposal meeting?
Answer 3: No, only 1 representative from the partnership (joint venture) is required to attend.

Question 4: 1) In the arrangement above, will our firm and the out-of-state firm need to provide a Joint Venture agreement that is submitted with the RFQ submission in order to use the out-of-state firm’s projects and associated references? 2) Will the AIA C101-2018 Joint Venture Agreement be acceptable for this agreement?
Answer 4: 1) Yes, the joint venture agreement must be submitted with RFP proposal to utilize references from their partner in Tab 3. 2) Yes.

February 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Question and answer.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Question 1: Florida Consultant wants to team with an out of state Consultant with vast Medical Examiner facility experience. They would be open to an agreement with Florida Consultant that states they will act as a consultant to the Prime Consultant. Is this acceptable to Polk County?

Answer 1: It would have to be a joint venture agreement, which results in “co-primes” to use their out of state consultants references. One consultant being the prime would make the other a sub-consultant and not a “co-prime”.

February 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Clarification

Clarification

The Prime Consultant **can not** use the sub-consultants references in Tab 3 – Experience, Expertise, Personnel & Technical Resources, unless the two consulting firms create a joint-venture in accordance with Florida Statue 489.119. If the two consulting firms do create a joint-venture, they must submit their proposal on behalf of the joint-venture.

Link for Statue:
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0489/Sections/0489.119.html

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

March 7, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #4

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: question/answer and revision.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

ADDENDUM # 4

Question 1: Medical Examiner projects are often few and far between. Many facilities are not built nor expanded for decades. Due to this fact, will the county respectfully consider increasing projects from within the past10 years to 25 years?

Answer 1: Yes, see revision below.

Revision 1

RFP Package, Tab 3 – Bullet Point 1, page 8:

Delete in entirety:

Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the architectural services for the design of a Medical Examiner Facility including a morgue and administrative offices. (Limit response to one (1) page per project)

Replace with:

Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past **twenty-five (25) years** as the prime firm performing the architectural services for the design of a Medical Examiner Facility including a morgue and administrative offices. (Limit response to one (1) page per project)

March 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, March 19, 2025, prior to 2:00 p.m.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____



ARCHITECTURAL AND ENGINEERING SERVICES

MEDICAL EXAMINER'S OFFICE EXPANSION

POLK COUNTY

RFQ #25-186 • MARCH 19, 2025

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APPROACH TO PROJECT 2

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES 3

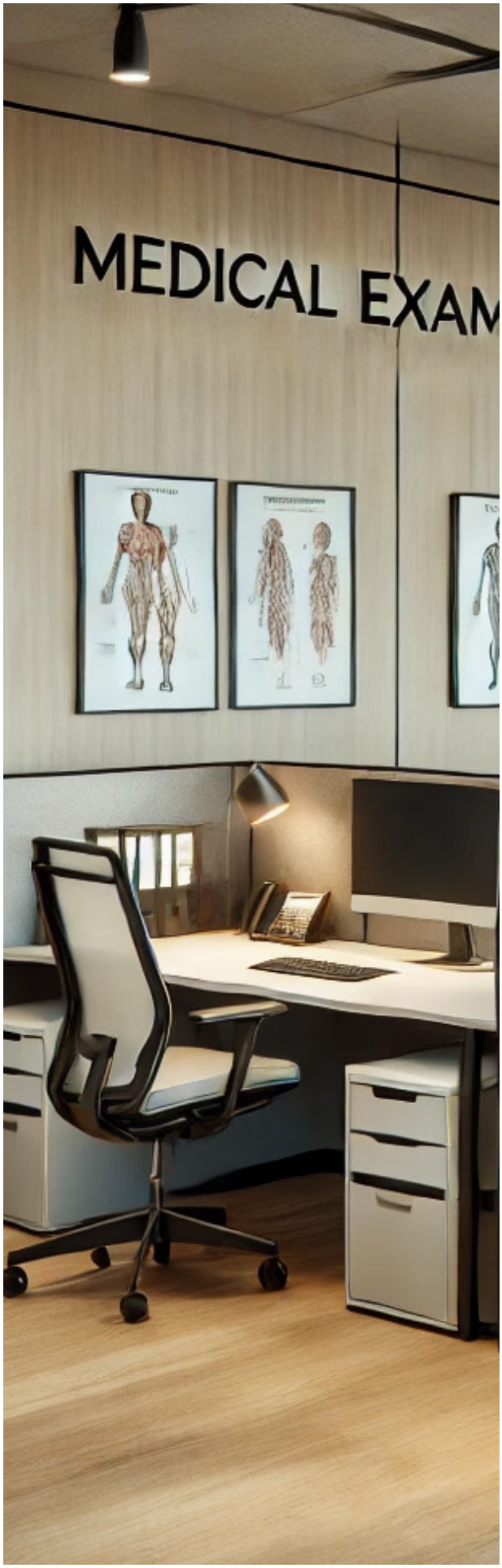
POLK COUNTY ENTITY 4

CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE 5

INTERACTION WITH COUNTY & REGULATORY AGENCY STAFF 6

TIMELY COMPLETION OF PROJECTS 7

SURVEYS OF PAST PERFORMANCE 8




SecurView DX
SecurView DX
UNIVERSAL MASKING

HARVARD • JOLLY | PBK

LICENSE #AR0013140

MARCH 19, 2025

ATTN: Fran McAskill
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

RE: ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE POLK COUNTY AGRICULTURAL CENTER COMPLEX
BUILDING - RFQ # 24-642

Dear Selection Committee,

Harvard Jolly | PBK is pleased to submit our letter of interest for the expansion, addition, and modification of the Polk County Medical Examiner's Office. As a firm with a longstanding commitment to serving Florida's growing communities, we fully recognize the vital role the District 10 Medical Examiner's Office plays in supporting Polk, Hardee, and Highlands Counties, and we are eager to continue our partnership in shaping this essential facility's future.

Our team is uniquely qualified and ideally positioned to lead this project. Harvard Jolly | PBK designed the existing Medical Examiner's Office for Polk County over 20 years ago, and more recently conducted the Expansion Study, giving us an unmatched depth of understanding of the facility's current operations, anticipated growth, and long-term vision. This familiarity ensures a seamless transition from planning to design, enabling us to deliver thoughtful, cost-effective, and efficient solutions tailored to the needs identified in the study.

As Polk County remains one of the fastest-growing regions in the country, the demand on the Medical Examiner's Office will continue to increase. Our team brings extensive expertise in designing specialized government and medical facilities that balance functionality, safety, and future scalability. Our collaborative approach will prioritize maximizing value while maintaining quality and operational excellence. We will also support Polk County's efforts to secure additional funding through legislative priorities and other entities, providing accurate cost analysis and adaptable design solutions.

Harvard Jolly | PBK has a proven track record of delivering projects that align with our clients' goals, schedules, and budgets. Our deep-rooted presence in Florida and our ability to foster strong relationships with stakeholders allow us to address community needs with both insight and innovation. We are confident that our knowledge of the Polk County Medical Examiner's Office, combined with our expertise and collaborative approach, makes us the ideal partner for this critical expansion.

We appreciate the opportunity to be considered for this important project and welcome the chance to discuss how Harvard Jolly | PBK can bring exceptional value and vision to the Medical Examiner's Office expansion.

Sincerely,

Phil Trezza, AIA, LEED AP
Managing Principal

EXECUTIVE SUMMARY

a. Name, company name, address, telephone number, and email address.

Harvard Jolly, Inc., dba Harvard Jolly | PBK

Tampa Office
5201 W. Kennedy Blvd. Suite 515, Tampa, FL 33609
T: 813.286.8206
marketing@harvardjolly.com

b. Number of years in business, as the same company/firm.

Harvard Jolly was founded in 1938 and has been providing clients with architecture and interior design services for 86 years.

Harvard Jolly | PBK 2023-present;

Harvard Jolly, Inc. 2004-2023;

Harvard Jolly Clees Toppe Architects, PA 1992-2004;

Harvard, Jolly Marcet and Associates, Architects, PA 1977-1992;

Harvard, Jolly and Associates Architects, PA 1961-1977;

William B. Harvard, Sr., Architect 1938-1961.

c. Number of full time employees

Harvard Jolly | PBK has 120+ full-time staff located in eight offices around Florida and is a corporation organized under the laws of the State of Florida since March 15, 1972.

e. Qualifying Architect



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

FRISZOLOWSKI, WARD J

HARVARD JOLLY, INC.
3566 BELLE VISTA DRIVE EAST
ST. PETE BEACH FL 33706

LICENSE NUMBER: AR0013140
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/03/2024

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.

LICENSES

d.

State of Florida
Department of State

I certify from the records of this office that HARVARD JOLLY, INC. is a corporation organized under the laws of the State of Florida, filed on March 15, 1972.

The document number of this corporation is 603450.

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 January 3, 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 Third day of January, 2025

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 8850323342CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

LICENSES

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G23000056193

Fictitious Name to be Registered: HARVARD JOLLY PBK

Mailing Address of Business: 2714 DR MLK JR ST N
ST. PETERSBURG, FL 33704

Florida County of Principal Place of Business: MULTIPLE

FEI Number: 59-1430579

FILED
May 03, 2023
Secretary of State

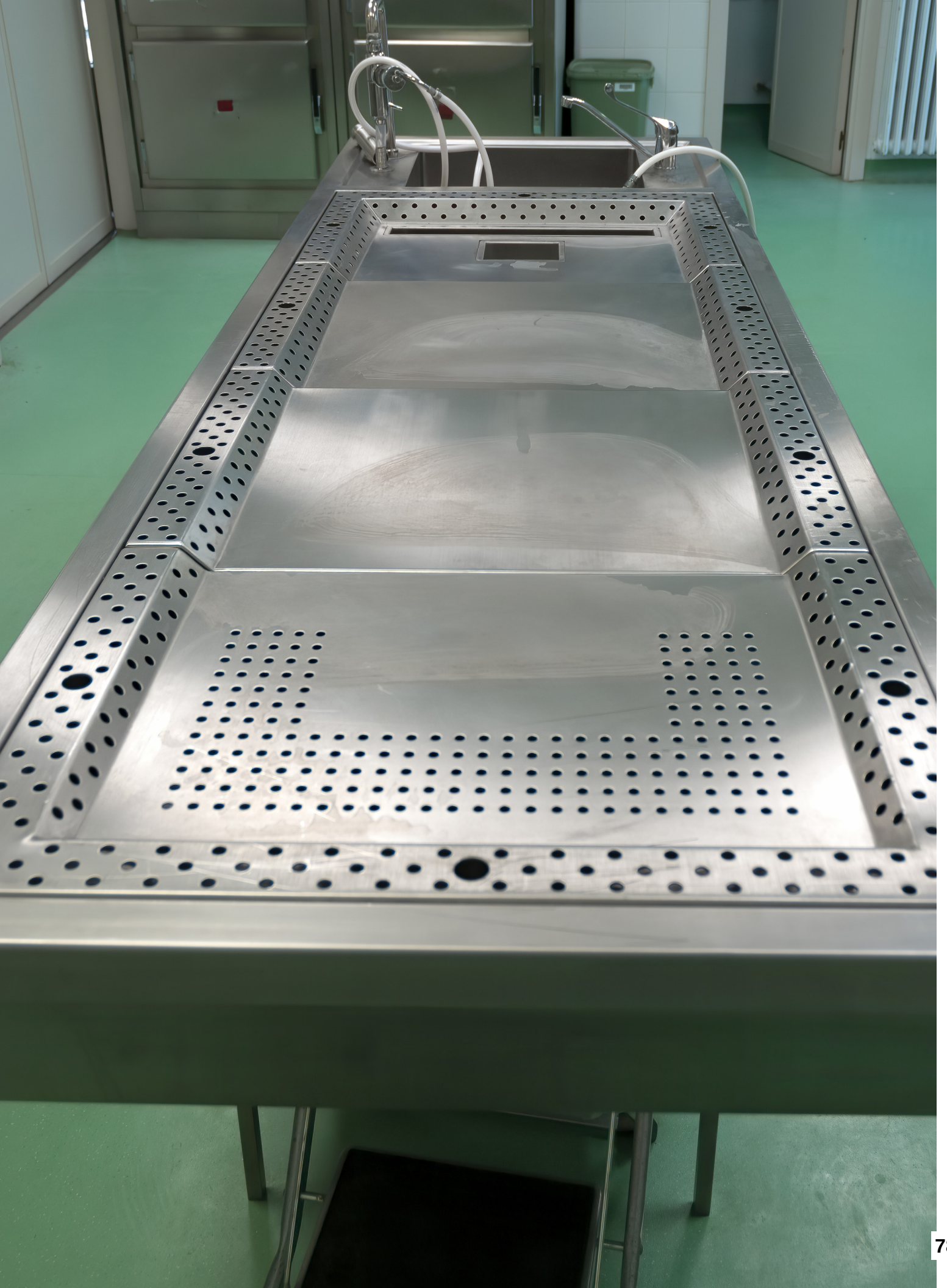
Owner(s) of Fictitious Name:

HARVARD JOLLY, INC.
2714 DR MLK JR ST N
ST. PETERSBURG, FL 33704
Florida Document Number: 603450
FEI Number: 59-1430579

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

WARD J FRISZOLOWSKI — 05/03/2023
Electronic Signature(s) — Date

Certificate of Status Requested ( ) **Certified Copy Requested ( )**



PROJECT APPROACH

Harvard Jolly | PBK is honored to have this opportunity to serve Polk County to deliver an expansion and renovation of the Medical Examiner's Office. With 86+ years of experience in architectural planning and design throughout Florida, our team is uniquely positioned to expand and update the existing MEO, and better position Polk County to handle the unprecedented growth it is seeing now and into the future.

MANAGEMENT PLAN AND TEAM EXPERTISE

Our team brings a collaborative and strategic approach to managing this project, ensuring clear communication, accountability, and innovation at every phase. Key members of our team include:

- Principal-in-Charge - Phil Trezza: Provides overall leadership, aligning project outcomes with County and Medical Examiner's objectives, and ensuring quality.
- Project Manager - Eric Rainbeau: Involved in the recent needs assessment and expansion study, Eric will implement the design with skill and precision.
- Project Architect - Luis Hernandez: Coordinates with consultants to deliver complete construction documents.
- Multidisciplinary Experts: Specialists in structural, mechanical, electrical, plumbing, and technology systems, ensuring seamless engineering integration.

This team will remain consistent throughout the project to maintain continuity and ensure a unified vision from schematic design to construction administration.

PROPOSED APPROACH

1. Design and Documentation Phase
Once the requirements of the Needs Assessment study are translated into Schematic Design (SD) plans, reviewed and approved by stakeholders and the Chief Medical Examiner, our team will progress the project through Design Development (DD) and develop Construction Documents (CD) to bring the vision to life.Our team will employ advanced tools, including Building Information Modeling (BIM), to ensure accuracy, enhance visualization, and streamline decision-making.

2. Construction Administration Phase
We will actively monitor construction progress to ensure adherence to design intent, budget, and timeline. This includes site visits, milestone reviews, and addressing any unforeseen challenges promptly.



FIRM'S ABILITIES

INNOVATIVE APPROACHES

Technology Integration: Leveraging BIM, virtual walkthroughs, and real-time collaboration platforms to improve communication and efficiency throughout the design and construction phases.

Sustainability Focus: Integrating sustainable design principles, such as energy-efficient systems, water conservation strategies, and resilient materials, to minimize environmental impact and operational costs.

CLIENT ENGAGEMENT

Engaging the Chief Medical Examiner, Dr. Stephen Nelson, and key professionals within his staff, is central to our approach. Through the County's Project Manager, we will schedule input and review meetings with Dr. Nelson and his staff to ensure his office's needs and requirements are met. We will patiently review our documents with all stakeholders during the various stages of development to ensure all parties are clear and understand exactly what is designed and included in the project.

WHY HARVARD JOLLY | PBK?

Harvard Jolly | PBK offers unmatched expertise for this particular project, supported by:

- Proven Experience: Completion of numerous Medical Examiner's Offices and similar facilities.
- Local Knowledge: A deep understanding of Florida's building codes, environmental conditions, and community dynamics.
- Scalable Resources: A network of 300+ professionals, ensuring adequate staffing and expertise to meet project deadlines.

COMMITMENT TO SUCCESS

Harvard Jolly | PBK is committed to delivering an expanded, updated, efficient, and highly-functional MEO that will meet the current and future needs of Polk, Hardee, and Highlands Counties.



QUALITY ASSURANCE/QUALITY CONTROL

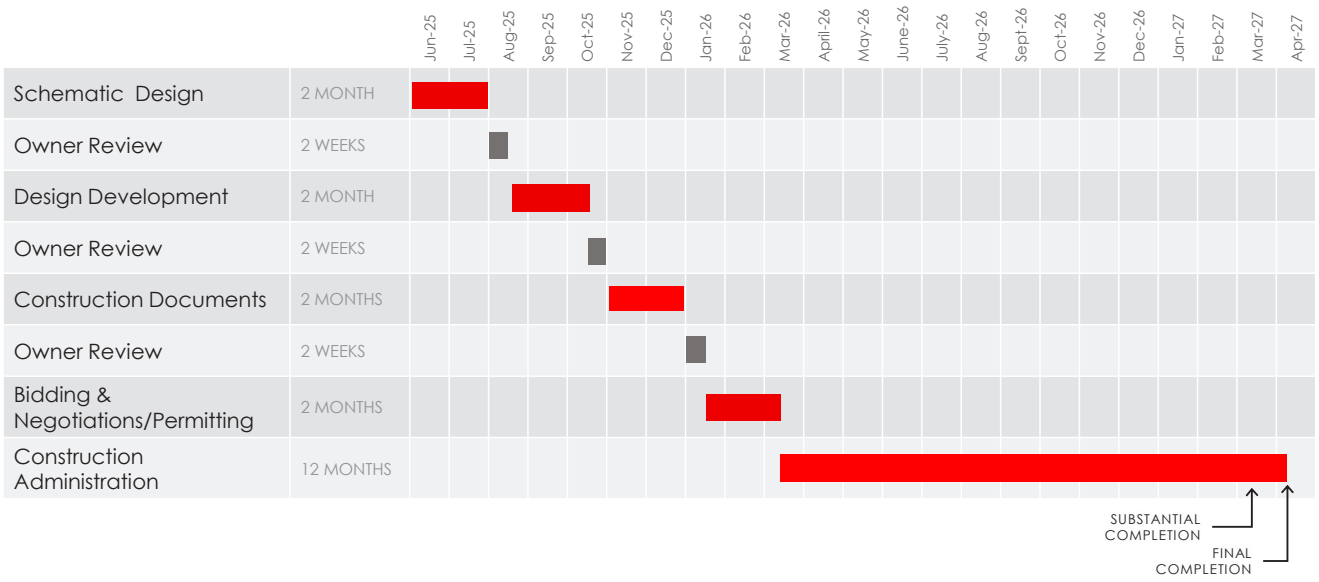
The mainstay of our mission statement since the inception of the firm in 1938 has been service to our clients. With the development of technology, the complex requirements of sophisticated projects, the greater expectations of the user, and the need to constantly strive to provide the best service possible, our efforts in Quality Management have evolved throughout the history of the firm. JOur Quality Management program achieves client satisfaction through an integrated system of techniques, training and culture that results in the creation and execution of a quality project.

THE KEY COMPONENTS BELOW EMBODY OUR QUALITY MANAGEMENT PROGRAM:

1. An Office Practices Committee meets monthly to maintain and develop firm-wide standards for Technology, Design, Human Resource Policy, Communications, Insurance and Quality Requirements.
2. A Technical Standard Committee meets weekly to direct the constant development and evolution of our CADD system, our standard details, material research, as well as specifications and contract requirements. We feel this Committee is important for the complete, concise communication and delivery of the project requirements.
3. A Design Methodology is established to ensure proper and correct identification of program requirements and client needs. In-house design reviews are required early in the project to not only substantiate that the design meets the program but that the design meets the firm requirements.
4. Construction Documents are systematically organized to assure compliance with codes. Construction details are time-tested and reviewed by our Technical Standards Committee.
5. Construction Document Review processes are enacted that include a series of checklists and a team coordination meeting when the documents are 75% complete. Imperative to the quality of the Construction Documents is our final review policy prior to issuing the documents.
6. An aggressive Construction Administration program is mandatory to ensure a successful project. Our detailed progress reports, change order tracking procedures and enforcement of the contract documents are the key tools.
7. A Post-Construction Evaluation and Post-Occupancy Survey with the Contractor and Owner completes the quality circle by allowing us to incorporate and reinforce the ideas and details that work and drop those that do not.

The quality management tools that our firm brings to this project, in addition to our high level of commitment to client satisfaction, will be our confident ability to meet and exceed your expectations. This culture and ability to work within a partnering structure of the design team, construction team, and Polk County representatives will provide the environment that will assure the highest quality project.

PROJECT SCHEDULE




CERTIFICATION
Logic
LABCONCO



POLK COUNTY MEDICAL EXAMINER'S OFFICE

WINTER HAVEN, FL

The Polk Medical Examiner facility was designed as a state-of-the-art prototype, focused on the separation and containment of three main functional areas: Administration, Autopsy and Decomposition Autopsy, and Service Areas. This approach enhances light quality, security, and odor control.

The Administration Building includes offices, public spaces, and security-focused design elements, creating a warm and welcoming atmosphere. The Autopsy Area features four well-lit bays, specialized equipment, and durable, easy-to-clean finishes, while the adjacent Decomposition Autopsy Area is designed for odor containment.

The facility's layout promotes efficiency, with connected buildings separated by an open-air corridor and covered breezeway, ensuring both functionality and privacy.

In 2024, Harvard Jolly | PBK was selected to conduct a needs assessment for the MEO.

OWNER
Polk County
Dr. Stephen Nelson
1021 Jim Keene Blvd
Winter Haven, FL 33880
863-298-4600

SIZE
11,000 SF

ORIGINAL | FINAL COMPLETION DATE
2002 | 2002
Study - 2024

FIRM'S RESPONSIBILITY
Full Architectural Services

KEY STAFF | ROLE
Phil Trezza - Principal
Eric Rainbeau - Project Architect
CC&A

ORIGINAL | FINAL BUDGET
(explain difference if any)
$1.8M | $1.8M









COLLIER COUNTY MEDICAL EXAMINER'S OFFICE

NAPLES, FL

Harvard Jolly | PBK's design for the Collier County Medical Examiner facility emphasizes efficiency, security, and environmental control through the strategic separation of its three primary areas: Administration, Autopsy and Decomposition Autopsy, and Service Spaces. This layout helps address critical issues like natural light distribution, safety, and odor management.

The Administration section houses private offices, public-facing spaces, and security-enhanced features, including visual monitoring capabilities, all designed to create a more welcoming and comfortable atmosphere. The Autopsy Area includes multiple procedure bays equipped with specialized, durable materials and advanced technology, arranged to streamline workflow and maintain cleanliness. A separate Decomposition Autopsy Area ensures proper containment and isolation for specialized cases.

These distinct zones are connected by open-air corridors and covered walkways, creating a cohesive yet compartmentalized environment. Thoughtfully designed and highly efficient, this facility sets a new standard for modern medical examiner buildings.

OWNER
Collier County
Tony Barone
Principal Project Manager
Facilities Management Division
3335 Tamiami Trail East, Naples, FL 34112
(239) 252 - 7453
Tony.Barone@colliercountyfl.gov

SIZE
13,243 SF

ORIGINAL | FINAL COMPLETION DATE
2000 | 2000

FIRM'S RESPONSIBILITY
Full Architectural Services

KEY STAFF | ROLE
Phil Trezza
David Sobel

ORIGINAL | FINAL BUDGET
(explain difference if any)
$1.44M | $1.44M



LEE COUNTY MEDICAL EXAMINER'S OFFICE

NAPLES, FL

Harvard Jolly | PBK provided architectural design services for the renovation and expansion of the Lee County Medical Examiner's Office, ensuring enhanced functionality and operational efficiency for the facility. The project was executed in two distinct phases to minimize disruption to ongoing operations.

Phase 1 – Office Expansion
The first phase of the project involved the conversion of the existing library area into new office spaces, providing additional administrative capacity for staff. The renovation included reconfiguring the space to accommodate individual and shared workstations, integrating modern technology infrastructure, and improving lighting and ventilation for a more productive work environment.

Phase 2 – Cooler and Freezer Expansion
In response to the facility's growing needs, the second phase focused on the expansion of the existing cooler and freezer rooms. This upgrade significantly increased the storage capacity for forensic investigations, enhancing the office's ability to efficiently handle casework. The design incorporated advanced temperature control systems, improved insulation, and optimized workflow access to support the department's critical operations.

Throughout both phases, careful planning and execution ensured that renovations were completed with minimal impact on daily activities. The improvements provide modernized, efficient, and sustainable upgrades that support the Medical Examiner's mission in serving Lee County.

OWNER
Lee County
Ehab Guirguis
Director, Facilities Construction and Management
1500 Monroe St. Fort Myers, FL 33901
239-533-8838
EGuirguis@leegov.com

SIZE
17,857 SF

ORIGINAL | FINAL COMPLETION DATE
2020 | 2020

FIRM'S RESPONSIBILITY
Full Architectural Services

KEY STAFF | ROLE
Phil Trezza
Blayne Rose

ORIGINAL | FINAL BUDGET
(explain difference if any)
$450,000 | $450,000



CLEVELAND CLINIC HISTOLOGY MORGUE RENOVATION

NAPLES, FL

Harvard Jolly | PBK provided architectural design services for the renovation of the Pathology and Laboratory Medicine areas on the first floor of Cleveland Clinic Weston Hospital, successfully enhancing workflow efficiency and functionality. The 1,800-square-foot renovation involved removing a portion of the existing holding refrigerator to allow for expansion, reconfiguring the autopsy lab by removing an autopsy table to create space for two new grossing stations, and modifying the staff toilet and locker room to accommodate additional block and slide storage. Additionally, the cutting, staining, and embedding stations were reconfigured to establish a cleaner and more efficient workflow within the lab.

Given that these spaces operate 24/7 and could not be relocated during construction, Harvard Jolly | PBK carefully planned and phased the project to minimize disruptions while maintaining full operational capacity. A study of the existing processes was conducted to verify programmatic needs, ensuring the final design met the operational requirements of both the end users and the administration. The completed renovations successfully improved efficiency, organization, and overall laboratory functionality, reinforcing Cleveland Clinic's commitment to cutting-edge medical diagnostics and patient care.

OWNER
Cleveland Clinic
Elizabeth Aurelia
Interior Design, Buildings + Design
1155 35th Lane. Suite 204A
Vero Beach, FL 32960
772.205.5096
aurelie@ccf.org

SIZE
1,800 SF

ORIGINAL | FINAL COMPLETION DATE
2015 | 2015

FIRM'S RESPONSIBILITY
Full Architectural Services

KEY STAFF | ROLE
Rene Tercilla

ORIGINAL | FINAL BUDGET
(explain difference if any)
$300,000 | $300,000





HILLSBOROUGH MEDICAL EXAMINER COMPLEX RENOVATION

NAPLES, FL

Hillsborough County has seen tremendous growth and will continue to see more as the eastern part of the county continues to be developed. With this growth comes a need for more capacity within the Medical Examiner Complex to store toxicology specimens. This project consisted of the expansion of the existing toxicology specimen storage room. This meant specific existing partitions had to be removed and new partitions had to be constructed, while maintaining the operations of the facility. Careful attention was paid to maintain existing systems, safety, and security during both the design and construction phases.

OWNER
Hillsborough County
David Ray
Project Manager
601 E Kennedy Blvd
Tampa, FL 33602
813.597.8100
RayD@HillsboroughCounty.org

SIZE
13,243 SF

ORIGINAL | FINAL
COMPLETION DATE
2023 | 2023

FIRM'S RESPONSIBILITY
Full Architectural Services

KEY STAFF | ROLE
Phil Trezza

ORIGINAL | FINAL BUDGET
(explain difference if any)
$1.44M | $1.44M

Harvard Jolly | PBK brings decades of experience and specialized expertise in the design of medical examiner facilities. While we are proud to present projects completed within the requested time range, it's important to emphasize that the nature of medical examiner offices — highly specialized and infrequently constructed — requires a depth of knowledge and a history of proven designs that transcend any single timeframe. Our firm has built a legacy of creating state-of-the-art facilities tailored to the unique operational and environmental needs of these critical institutions.

Our experience in this sector is exemplified by our work on several distinguished projects across Florida, forming the foundation for our understanding of medical examiner facility design. These include the Monroe County Medical Examiner's Facility, completed in 2009, a 9,282 square foot, hurricane-resistant structure designed to serve the needs of Monroe County. This facility, along with the Polk County Medical Examiner's Office and the Collier County Medical Examiner's Facility represent a highly successful prototype that Harvard Jolly | PBK developed and refined. This prototype was inspired in part by the renowned Dade County Medical Examiner Facility and adapted to meet the specific needs of growing Florida counties.

The strength of this prototype lies in the careful separation and containment of the three primary functional areas of the facility: Administration, Autopsy and Decomposition Autopsy, and Service Areas. This design approach addresses critical operational challenges such as security, quality of light, and odor control. The Administration Building houses medical personnel offices, a large lobby, a family viewing room with closed-circuit TV, a conference room, public toilets, and a file viewing room — all designed to create a welcoming, non-clinical environment. Visual control and security are prioritized, with a receptionist maintaining clear sightlines to public areas.

These facilities stand as a testament to Harvard Jolly | PBK's ability to deliver thoughtfully designed, cost-effective, and efficient medical examiner offices. Our extensive experience, combined with our understanding of the evolving needs of these institutions, makes us uniquely qualified to design the new Polk County Medical Examiner Office. With a commitment to innovation and excellence, we look forward to creating a facility that serves the county's needs well into the future.







MEET YOUR TEAM



PHIL TREZZA, AIA, LEED AP
PRINCIPAL-IN-CHARGE



ERIC RAINBEAU, AIA
PROJECT MANAGER/ARCHITECT



BLAYNE ROSE, NCDIQ
PRODUCTION



DAVE SOBEL, CCCA, LEED AP
CONSTRUCTION ADMIN



WINOLA H. DAVIDSON, IIDA, LEED AP
INTERIOR DESIGNER

CONSULTANTS

LEAF ENGINEERS
MECHANICAL/
ELECTRICAL/
PLUMBING

Kimley»Horn
CIVIL
ENGINEERING &
LANDSCAPE

MASTER CONSULTING ENGINEERS, INC.
STRUCTURAL
ENGINEERING

CC&A Construction Consultants & Associates
COST
ESTIMATOR



Phil has been with Harvard Jolly | PBK for 25 years and specializes in municipal facility design. He is one of Harvard Jolly | PBK's most creative architectural designers. He is adept at taking a strong design concept and weaving its elements throughout the project details in a way that is complementary to the overall design of the project.

Phil will function as the Principal-in-Charge under this contract which makes him directly accountable to the owner throughout the entire project duration. Phil has a true understanding of the level of detail and oversight that is required to produce a successful project that meets both the client's expectations and the budget constraints.

PHIL TREZZA, AIA, LEED AP
PRINCIPAL-IN-CHARGE

- Sumter Supervisor of Elections PH II; $7.4M; Principal
- Hillsborough County Brandon Library Replacement; $16.8M; PM
- Zephyrhills Public Library; $2.2M;PM
- Town 'N Country Commons Regional Community Center; $10.8M; PM
- Leesburg Public Library; $7.5M; Project Architect
- Dali Museum Facility Management Study; $N/A; PM
- Hillsborough University Area Community Library; $3.9M; PM
- Gulfport Senior Center; $13.2M; Project Manager for Study
- Babcock Ranch Town Masterplan; $N/A; Project Manager
- Sumter Cty Courthouse Parking Facility; $6.6M; PM
- Marine Exploration Center & Aquarium, Project Manager | N/A; PM

YEARS OF EXPERIENCE
Joined Harvard Jolly | PBK in 2005
Years with Other Firms: 5

EDUCATION
Master of Architecture
University of Florida

Bachelor of Design in Architecture
University of Florida

REGISTRATIONS
Florida Registered Architect
##0017760



With 27 years of architectural experience, Eric brings expertise in everything from initial scoping reports and code review to construction administration. His leadership and ability to coordinate teams have been instrumental in delivering successful projects of varying complexity and type, including municipal, government, federal, educational, commercial, religious, restoration, and historic developments. Eric is committed to meeting client needs on schedule and within budget while ensuring all technical and design objectives are achieved.

ERIC RAINBEAU, AIA
PROJECT MANAGER/PROJECT ARCHITECT

- SPC CHS Master Plans Study Downtown Campus; $N/A; PA/PM
- SPC Castaldi Analysis; $1.75M; PA/PM
- HCC FinTech Renovations, PA/PM | $600K
- PHSC Continuing Services Contract; <$4M; PA/PM
- Eastside Elementary Classroom and Cafeteria Additions; $25M; PM
- Polk County Medical Examiners Study; $15M; PA/PM
- Regional Fuels Lab Conversion, NAVFAC Southeast; $6.5M; PA*
- Sarasota Bradenton International Airport - Terminal Renovations; $22M; PA*
- Terminal Building, LaBelle Airport; $3.2M; PA*
- NAVFAC Southeast - New P454 Hangar & Aircraft Apron; $40M; PA*

YEARS OF EXPERIENCE
Joined Harvard Jolly in 2024
Years with Other Firms: 27

EDUCATION
Bachelor of Architecture
Syracuse University, School of Architecture

Registered Architect/
Florida #AR95459

*previous firm experience



In the role of Project Production, Blayne will work closely alongside Eric and aid in the successful design and execution of public use building projects from overall project conception through design development, construction document production, submittal, and construction administration. Additionally, he will take part in everything from code research, drafting, site visits, coordination of consultants, and client interaction.

BLAYNE ROSE, NCIDQ
PRODUCTION

- Collier County Sheriff's Entry Remodel; $2.1M; Production
- Collier County EOC - 3-story Redesign; Production
- Collier County Emergency Services Complex; $56M; Production
- Charlotte County Chamber of Commerce - Renovations & Additions; $413,000; Production
- Lee County School District - The Sanibel School; Varsity Lakes Middle School Caloosa Elementary/Middle School - Addition and Renovation; costs vary by project; Production
- Florida Gulf Cost University Continuing Services Contract; <$4M; Project Support
- Charlotte County School Board Continuing Services Contract; <$4M; Production
- Port Charlotte High School Additions and Renovations; $25M; Production
- School District of Manatee County Continuing Services Contract; <$4M; Project Support
- Orange County Public Schools Continuing Services Contract; <$4M; Production

YEARS OF EXPERIENCE
Joined HJ | PBK in 2014
Years at Other Firms: 5

EDUCATION
Bachelor of Architecture
Bachelor of Environmental Design
Auburn University

Manual and CADD Drafting
Huntsville Center for Technology



David has 21 years of experience providing construction administration services for Harvard Jolly | PBK. He has performed construction administration on a variety of projects located throughout Florida ranging from minor additions and renovations to multi-story, multi-phased new construction projects. David will work closely with the design team and will be involved throughout the life of the project.

DAVE SOBEL, CCCA, LEED AP
QUALITY CONTROL & ASSURANCE/CONSTRUCTION ADMINISTRATION

- Pinellas County Public Safety Facilities & Centralized Communications Center; $68.5M ; CA
- Hillsborough County Brandon Library Replacement; $16.8 ; CA
- Hillsborough County - 6 Public Libraries Renovation; $4.5M; CA
- Belleair Beach City Hall and Community Center; $3.6M ; CA
- Sumter County Supervisor of Elections Office; $7.4M; CA
- Loretta Ingraham Community Center; $3M; CA
- Hillsborough University Area Community Center; $6M; CA
- Hillsborough Community College - Collaboration Studio; $2.5M; CA

YEARS OF EXPERIENCE
Joined Harvard Jolly | PBK in: 2020
Years with Other Firms: 16

EDUCATION
Bachelor of Fine Arts in Interior Design
Ringling College of Art and Design

AVAILABILITY & LOCATION

Staff	Availability	Office Location	City of Residence
Phil Trezza, AIA, LEED AP	20%	5201 W Kennedy Blvd # 515, Tampa, FL 33609	Odessa, FL
Eric Rainbeau, AIA	40%	5201 W Kennedy Blvd # 515, Tampa, FL 33609	Tampa, FL
Blayne Rose, NCDIQ	30%	5201 W Kennedy Blvd # 515, Tampa, FL 33609	Tampa, FL
Dave Sobel, CCCA, LEED AP	25%	5201 W Kennedy Blvd # 515, Tampa, FL 33609	Tampa, FL



SUB-CONSULTANTS

LEAF ENGINEERS

2714 Dr M.L.K. Jr St N
St. Petersburg, FL 33704

MEP CONSULTANTS - IN HOUSE

LEAF Engineers specializes in providing innovative engineering solutions for civic projects involving new or replacement MEP and Technology systems. Most of their services are performed almost exclusively on public institutions, giving them unique insight onto the construction and operational challenges of the industry. With a focus on cost-effective, sustainable designs, LEAF delivers tailored solutions to meet the unique demands of each project and your community.

Kimley»Horn

109 S Kentucky Ave
Lakeland, FL 33801

CIVIL ENGINEERING CONSULTANTS

Kimley-Horn is a full-service, employee-owned consulting firm specializing in engineering, planning, landscape architecture, and environmental services for public and private clients. With 7,500 employees across 130 offices nationwide, including 1,400 in Florida, they are leaders in land development and site planning. This multidisciplinary team integrates seamlessly into projects, combining innovation with practical, constructible solutions to deliver high-quality results on time and within budget. Kimley-Horn's expertise, collaborative approach, and proven track record ensure the success of complex developments while building strong client partnerships.

MASTER CONSULTING ENGINEERS, INC.

5523 W Cypress St.
Tampa, FL 33607

STRUCTURAL ENGINEERING CONSULTANT

Established in 1999, MCE is a certified WMBE firm with offices in Tampa, Orlando, and Ft. Lauderdale, Florida. Their team of 25 professionals, including seven licensed engineers, brings over 150 years of collective experience in structural design, threshold inspections, forensic engineering, wind load analysis, peer reviews, and construction administration. MCE has successfully completed projects ranging from $500,000 to $1 billion, including large-scale design-build ventures, renovations, additions, and minor repairs. Equipped with cutting-edge technology and expertise in Revit, AutoCAD, and MicroStation, MCE prioritizes efficiency and precision in every project. With a commitment to excellence and integrity, their skilled Structural Engineers, CAD specialists, and Project Managers consistently deliver practical, timely solutions for even the most complex construction challenges.

CC&A Construction Consultants & Associates

4942 Sandy Brook Circle
Wimauma, FL 33598

COST ESTIMATING CONSULTANT

CC&A specializes in construction services across commercial, institutional, and retail sectors, including various renovation projects. With over 45 years of experience, the company focuses on providing detailed cost estimates, construction sequencing, constructability analysis, quality control through drawing reviews, on-site inspections, and value engineering.



Daniel, with over 25 years of experience in architectural consulting engineering. His extensive background covers a broad range of project types, including residential, commercial, industrial, institutional, and government sectors. Daniel is committed to providing top-tier engineering design and exceptional client service. He functions as Lead Electrical Engineer and Electrical Engineer of Record (EOR), managing MEP systems such as HVAC, lighting, controls, and fire alarm upgrades. Daniel is known for his collaborative approach with project architects, ensuring effective design, seamless coordination, and successful project outcomes. He also performs campus-wide system assessments and oversees repairs and modernizations, maintaining strong partnerships throughout each project's lifecycle.

DANIEL ROGERS PE
DIRECTOR | ELECTRICAL ENGINEER

- Polk County - Medical Examiner's Office Expansion Study; Engineering Lead

Lee County
- Lavender's Landing Boat Ramp & Service Building ; Engineering Lead
- Sheriff's Office Generator Replacement; Engineering Lead
- Sheriff's Vehicle Storage Facility; Engineering Lead

Sumter County
- Fire Station #21 - Weight Room Addition; Engineering Lead
- Fire Station #31 - Weight Room Addition; Engineering Lead
- Sheriff's Investigative Unit Building; Engineering Lead
- City of Palm Beach - North Fire Rescue Station Renovation; Engineering Lead
- City of Palm Beach Gardens - Police Department Expansion; Engineering Lead
- City of Highland Beach - Town Council Chamber Renovation; Engineering Lead

YEARS OF EXPERIENCE
Joined LEAF in 2024
Years with Other Firms: 25

EDUCATION
B.S. Electrical and Electronics Engineering
Vanderbilt University

REGISTRATIONS
Florida Professional Engineer
#67915



Craig is an accomplished Engineering Director at LEAF Engineers, with over 25 years of expertise in mechanical engineering, energy performance, and project management. Craig is renowned for driving innovation in building systems design, particularly in energy optimization, HVAC systems, and sustainability and is and is a LEED Accredited Professional.

In his role at LEAF Engineers, Craig oversees the entire project lifecycle, from initial design through construction and completion. He leads mechanical engineering efforts, manages project teams, designs HVAC systems, conducts site assessments, performs energy audits, and prepares comprehensive reports. Craig is dedicated to ensuring projects adhere to industry standards and technical requirements, focusing on enhancing building performance and operational efficiency through advanced technology and innovative design strategies.

CRAIG MACMENOMAY PE, CEM, LEED
DIRECTOR | MECHANICAL ENGINEER

- North Fort Myers Fire District - Fire Station #1; Mechanical Engineer

Lee County
- Tax Collector's Office (Satellite Office); Mechanical Engineer
- Tax Collector's Office (New Branch Office); Mechanical Engineer
- Sheriff's Office and Administrative Center; Mechanical Engineer
- Estero Fire Control & Rescue District - Administration and Emergency Operations Buildings; Mechanical Engineer
- Lehigh Acres Fire Control and Rescue District - Fire Station #5; Mechanical Engineer
- Iona-McGregor Fire Protection and Rescue Service District - Fire Station #5; Mechanical Engineer
- Bonita Springs Fire Control and Rescue District - Fire Station #1; Mechanical Engineer
- Southwest Florida Addiction Services at Fort Myers - New Recovery Center; Mechanical Engineer
- Manatee Technical Institute - Health Studies Building; Mechanical Engineer

YEARS OF EXPERIENCE
Joined LEAF in 2024
Years with Other Firms: 26

EDUCATION
B.S. Architectural Engineering
University of Colorado at Boulder

REGISTRATIONS
Florida Professional Engineer
59403

PROFESSIONAL AFFILIATIONS
Certified Energy Manager (C.E.M.)
Leadership in Energy & Environmental Design (LEED AP)



With 36 years of experience in land development and civil engineering, Mark is well-versed in the entire site development process, from due diligence to final inspections. His work spans institutional, civic, commercial, and residential projects across Florida, including stormwater improvements, utility extensions, sewer pump stations, roadway enhancements, and master plans for mixed-use developments.

MARK WILSON, PE
CIVIL ENGINEERING PRINCIPAL-IN-CHARGE

- Polk State College Center for Public Safety, Winter Haven, FL; $30M; Project Engineer
- Polk County Sherriff's Training Facility, Polk County, FL; $20M; Project Engineer
- Polk City Government Center, Polk City, FL; $7.5M; Project Engineer
- Florida Southern College (FSC), Carol Jenkins Barnett Center for Early Learning & Health and the Lamar Louise Curry Education Building, Lakeland, FL; $7M; Project Engineer
- Streamsong Resort, Bowling Green, FL; $160M; PIC
- North Fire Station, Lake Wales, FL; $N/A - not constructed; PIC
- Polk County Charter School, Polk County, FL; N/A - not constructed; PIC
- Bonnet Springs Park, Lakeland, FL; $110M; PIC

YEARS OF EXPERIENCE
Joined Kimley Horn in 2003
Years with Other Firms: 14

EDUCATION
BS Civil Engineering
University of Central Florida

REGISTRATIONS
Florida Registered
PE 47615



Richard has seven years of experience in all aspects of project management, design, and permitting for both private and public-sector land development projects in Central Florida. His project experience includes institutional, industrial, civic, and commercial retail. Richard's design experience includes site layout, grading, drainage/stormwater, utilities, wastewater pump stations, horizontal directional drilling, and construction phase services. Richard has extensive knowledge of permitting through various review agencies in Central Florida, including Southwest Florida Water Management District (SWFWMD), the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT), Polk County, and various other municipalities.

RICHARD MILLS, PE
PROJECT ENGINEER

- Florida Southern College (FSC), Roberts Academy Middle School Building; $7M; Project Engineer
- Florida Southern College, School of Physical Therapy; $6M; Project Engineer
- Florida Southern College (FSC), Carol Jenkins Barnett Center for Early Learning & Health and the Lamar Louise Curry Education Building, Lakeland, FL; $7M; Project Engineer
- FSC, Roberts Academy Middle School Building, Lakeland, FL; $8M; Project Engineer
- FSC Weinstein Computer Sciences Center, Lakeland, FL; $7M; Project Engineer
- Streamsong Resort (includes Streamsong WTP and WWTP, flood study and FEMA map revisions) Project Engineer
- Florida Southern College Barnett Athletic Complex, Project Analyst; $6M; Project Engineer
- Victor Posner City Center DRI, Project Analyst; $80M; Project Engineer
- Crossroads Commerce Park, Project Analyst; $75M; Project Engineer

YEARS OF EXPERIENCE
Joined Kimley-Horn in: 2017
Years with Other Firms: 0

EDUCATION
Bachelors, Civil Engineering, University of Florida

REGISTRATIONS
Florida Registered
#PE93017



As President of MCE, Armando has designed and successfully overseen many technically challenging projects. His diverse knowledge of state-of-the art computer applications enables MCE to increase its service capabilities and creates a progressive impact in the engineering industry. He focuses on timely and satisfactory completion of projects and providing creative solutions to the many challenges projects can often have.

ARMANDO CASTELLON, PE
SENIOR PRINCIPAL - STRUCTURAL ENGINEERING

- Hillsborough County Sheriff's Office Crime Lab, Tampa, FL; $2.5M; PIC
- HCC Allied Health, Tampa, FL; $20M; PIC
- Broward Health Home Health Materials Management Relocation, Ft. Lauderdale, FL; $1.8M; PIC
- Lee County Sheriff's Office Forensic Evidence Facility, Ft. Myers, FL; $9.3M; PIC
- LabCorp Cooler Enclosure, Tampa, FL; $1.1M; PIC
- East Pasco Medical Office Building, Zephyrhills, FL; $7.7M; PIC

YEARS OF EXPERIENCE
Joined MCE in: 2001
Years with Other Firms: 19

EDUCATION
Master of Science in Civil & Structural Engineering, University of Miami

REGISTRATIONS
Florida Registered #PE43453



Stevie is involved with using the latest structural technologies and has success implementing this in a multitude of buildings. His understanding of the importance of planning, design, and its effect makes him an integral part of MCE. Stevie utilizes a broad range of collaborative and technical skills to assist team members and produce effective solutions to complex problems.

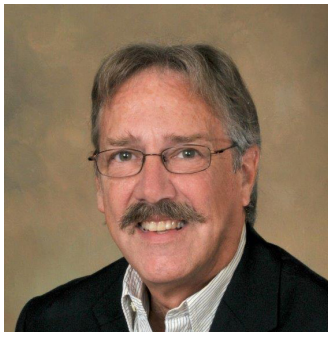
STEVIE LOCKHART, PE
PROJECT MANAGER

- UT Graduate and Health Building, Tampa, FL; $23M; Project Manager
- USF Research Foundation Spec Laboratory, Tampa, FL; $ 31.9M, Project Manager
- Apopka Medical Office Building, Apopka, FL; $1.7M; PIC
- Lucerne Medical Office Building, Orlando, FL; $2.4M; Project Manager
- Surgery Center at the Gateway, Dunedin, FL; $2.1M; Project Manager
- COT Evidence Storage & Impound Lot Structural Evaluation, Tampa, FL; $7.1M; Project Manager

YEARS OF EXPERIENCE
Joined MCE in 2016
Years with Other Firms: 0

EDUCATION
Master of Science in Structural Engineering, University of South Florida

REGISTRATIONS
Florida Registered #PE86482



Bob has over 40 years of diversified construction experience. Projects range from Commercial, Institutional, Retail to many types of Renovation projects. He has served as Vice President, Chief Estimator and Project Manager for a number of Florida's contractors. Duties included conceptual estimating, hard bid estimates, value engineering analysis, project scheduling and on-site project management. As President of C C & A he is currently providing cost estimates, construction sequence phasing schedules, constructability analysis, drawing review/quality control, value engineering analysis and LEED facilitator services to various Owners and Architects.

ROBERT KAUPP, LEED AP
COST ESTIMATOR

- Polk County Medical Examiners Study; $15M; CE
- Hernando Co. Public Works; CE
- City of Tampa Public Works; $7.6 M;CE
- Vehicle Maintenance Facility; CE
- Pasco Co Nottingham Public Works Facility; $81M ;CE
- Pinellas Co Operations Building Addition; $5.4 M; CE
- St Johns Fire/Sheriff Facility; $8.1M; CE
- Pinellas Park Public Safety Facility; $5.4M; CE

YEARS OF EXPERIENCE
Joined CC&A in: 1991
Years with Other Firms: 7

EDUCATION
Syracuse University,
Syracuse, New York





POLK COUNTY ENTITY

Harvard Jolly | PBK has 8 offices across Florida to serve our clients. The Harvard Jolly PBK office closest to this project is our Tampa office, from which all work will be conducted. While we do not have an office within Polk County boundaries, we have teamed up with the local office for Kimley-Horn to provide civil engineering services.

Harvard Jolly | PBK
5201 W. Kennedy Blvd., Suite 515
Tampa, FL 33609

Kimley Horn - Civil Engineering

Headquarters: 421 Fayetteville St STE 600
Raleigh, NC 27601

Local Office: 109 S Kentucky Ave
Lakeland, FL 33801

50 Employees at Local Office

22 Years in Business of Local Office

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 2100 **CLASS: B** **EXPIRES: 9/30/2020**

OWNER NAME
MARK WILSON

LOCATION
116 S KENTUCKY AVE
LAKELAND

BUSINESS NAME AND MAILING ADDRESS

KIMLEY-HORN AND ASSOCIATES,INC
ATT: MINDY ZENI
421 FAYETTEVILLE ST
STE 600
RALEIGH, NC 27601

CODE 540190 ACTIVITY TYPE PROFESSIONAL ENGINEER

PROFESSIONAL LICENSE (IF APPLICABLE)
696

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID-1526261.0001-0001 09/26/2019 09/26/2019 LMM 159 57.75 MINDY ZENI

TC301F-16

BUSINESS TAX RECEIPT

Business Tax Office, 228 S Massachusetts Ave., Lakeland, FL 33801

Expires on: 9/30/2025

Account Number: 1392456
Workers: 17
Square Footage: 5,300
Fee: $482.25

Location Address
109 KENTUCKY AVE S, LAKELAND, FL 33801

Business Name & Mailing Address
KIMLEY-HORN AND ASSOCIATES INC
421 FAYETTEVILLE ST STE 600
RALEIGH NC 27601

This business tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City Business Tax Section, subject to zoning restrictions. This Receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence or of the compliance or noncompliance of the holder with other laws, regulations or standards.

CITY OF Lakeland

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED IN YOUR PLACE OF BUSINESS

VALID ONLY WHEN SIGNED

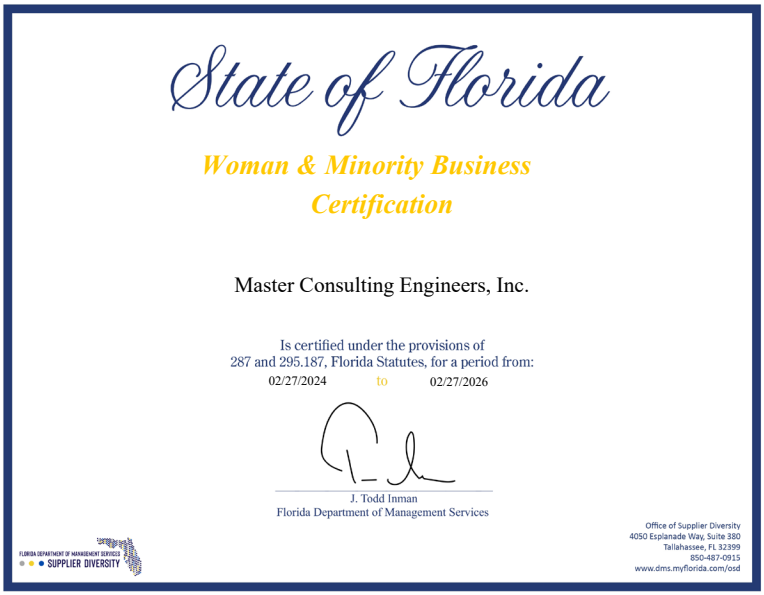


W/MBE

Harvard Jolly | PBK is not a Certified Minority Business Enterprise. However, we strongly support initiatives to include diverse vendors and consultants on our project teams. Selection of certified diverse sub-consultants is customary on Harvard Jolly awarded projects and we are committed to continuing Certified Business Participation. Harvard Jolly | PBK is so supportive of minority participation that we not only include minority sub-consultants on our projects, but we have also incorporated this practice in the daily operation of our firm.

Harvard Jolly | PBK recognizes the importance of working with minority, small and diverse business enterprises (MBEs, SBE and DBE). As a company, both on the corporate level as well as branch offices, we strive to reflect the makeup of the diverse world within which we conduct business. For this project, we have included Master Consulting Engineers, Inc., a Certified Minority Business, for our Structural Engineering services. We also reach out to diverse businesses to provide competitive quotes or to establish bases of corporate accounts for services such as: printing, office and drafting supplies, software and computer hardware, maintenance services for copiers, printers, phones, catering for business meetings and events, company vehicle service, building maintenance, project photography, courier and delivery services, professional services, as well as a host of others.

When Harvard Jolly | PBK is considering engaging in business with a supplier, we must first and foremost make sure the supplier can execute the job we are asking them to perform. We work towards bringing more women, minority and service-disabled veteran-owned business enterprises into our supply chain. We work with MBEs that provide products and services in many areas.



State of Florida

Woman & Minority Business Certification

Master Consulting Engineers, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
02/27/2024 to 02/27/2026

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

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


HARVARD • JOLLY | PBK

INTERACTION WITH COUNTY & REGULATORY AGENCY STAFF

Harvard Jolly | PBK has extensive experience collaborating with county staff and regulatory agencies to deliver complex projects like the Polk County Medical Examiner's Office. We excel at navigating permitting processes and regulatory compliance to ensure timely, cost-effective, and high-quality project delivery.

Our team has successfully engaged with a variety of regulatory entities, including local building departments, the Florida Department of Environmental Protection (DEP), and the Federal Emergency Management Agency (FEMA). This experience has equipped us to address permitting, zoning, environmental, and safety requirements seamlessly.

COLLABORATION WITH COUNTY STAFF

Having worked on numerous public projects across Florida, including those in Polk County, we are familiar with the County's processes and stakeholders. Our approach emphasizes early and continuous engagement with County staff, ensuring alignment with project goals and regulatory requirements. Key points of interaction include:

- County Facilities Management: Regular coordination meetings will address operational needs, phasing plans, and facility requirements.
- Procurement Office: We will ensure all documentation and bidding processes comply with County standards.
- Building Department: Our team will engage early in the design phase to clarify permitting requirements and address any potential challenges proactively.
- County Attorney's Office: We will coordinate on legal and contractual matters, ensuring all projects documents align with County guidelines.

ENGAGEMENT WITH REGULATORY AGENCIES

We understand that regulatory approvals are a critical component of the project timeline. Our team will:

- Proactively consult with agencies such as the Florida DEP to address environmental permitting and land use requirements.
- Ensure compliance with life safety codes, ADA standards, and Florida Building Code requirements in all design phases.
- Coordinate with FEMA if the site includes any flood-prone areas, ensuring resilient design solutions.
- Our experience navigating similar projects ensures that all regulatory processes are handled efficiently, minimizing delays and mitigating risks.

COLLABORATIVE APPROACH

Our team fosters a collaborative environment with County and agency staff by:

- Hosting design charrettes and workshops to gather input and refine the project vision.
- Conducting regular progress meetings to ensure transparency and alignment.
- Providing detailed documentation and prompt responses to inquiries.

We welcome feedback from County staff and regulatory agencies and prioritize open communication throughout the project to ensure a smooth process.

PROVEN TRACK RECORD

Harvard Jolly | PBK has a strong history of delivering projects that meet or exceed expectations, on time and within budget. By engaging with County and regulatory agency staff early and often, we ensure that the expanded Medical Examiner's Office wil be an updated, efficient, and highly-functional facility. Our proactive and collaborative approach positions us as a trusted partner for Polk County.



CURRENT & PROJECTED WORKLOAD

Our firm is dedicated to delivering projects on time and within budget by leveraging our structured project management processes and experienced team. Our current and projected workload is carefully managed to ensure adequate resources are allocated to every project, allowing us to meet the requirements of the scope of services efficiently.

We maintain a balanced workload by continuously monitoring project timelines, staffing capacities, and milestones to avoid overcommitment. Each project is supported by a dedicated team of professionals with specialized expertise, ensuring that critical tasks, such as permitting, design development, and construction administration, are handled daily with precision and focus. This proactive approach enables us to meet or exceed client expectations for quality and timeliness.

Below is an overview of our current and projected workload, illustrating our capacity to successfully take on new projects while maintaining our commitment to excellence:

Project Name	Project Owner	Percent Complete	Remaining Fee
Phoenix House / HCSO Office Interior Renovation	Hillsborough County Sheriff's Office	70%	$11,175
Hillsborough County - Cross Creek Park	Hillsborough County	78%	$108,680
Community Based Step-Down Facility	Hillsborough County	87%	$26,995
Hillsborough County Balm Park Pickleball	Hillsborough County	76%	$12,058
Westwood Lakes Park Pickleball Courts	Hillsborough County	80%	$11,496
Kings Forest Park Splashpad	Hillsborough County	70%	$9,109
Northlakes Sports Complex Pickleball Courts	Hillsborough County	84%	$3,881
Northlakes Park Sewer Connection	Hillsborough County	82%	$2,200
Hillsborough County Brandon Library	Hillsborough County	44%	$529,048



CAN WE HANDLE IT?

Harvard Jolly | PBK is uniquely equipped to handle every aspect of the scope of services for the Polk County Medical Examiner's Office. Our comprehensive approach, combined with extensive resources and decades of experience, ensures seamless management of daily project requirements, from master planning to construction administration.

DAILY OPERATIONS AND CAPABILITIES

1. Schematic Design (SD), Design Development (DD), and Construction Documents (CD)

With robust in-house teams specializing in architectural and engineering disciplines, we can efficiently develop and refine detailed design documents on a daily basis. Our use of Building Information Modeling (BIM) enables real-time collaboration and ensures that all aspects of the design, from structural layouts to MEP systems, are cohesive and coordinated.

2. Cost Estimating and Value Engineering

Daily review sessions are held with our cost estimation experts to monitor budgets, identify cost-saving opportunities, and ensure that designs remain financially feasible. Our team integrates value engineering as an ongoing process, assessing materials, methods, and systems to maximize efficiency without compromising quality.

3. Permitting and Regulatory Coordination

Our team maintains direct contact with regulatory agencies, ensuring daily progress on permitting requirements. Through established relationships with local, state, and federal agencies such as the Florida DEP and local building departments, we address issues proactively to avoid delays.

4. Construction Administration and Oversight

During construction phases, our team will conduct daily site inspections, monitor contractor progress, and ensure compliance with design documents. Real-time reporting and photo documentation are shared with County stakeholders to maintain transparency and keep the project on schedule.

5. Collaboration and Communication

Daily communication with Polk County staff is a cornerstone of our approach. We utilize web-based collaboration platforms, email, and scheduled calls to provide updates, address questions, and maintain alignment with project goals. This consistent communication ensures clear lines of accountability and responsiveness throughout the project.

KEY RESOURCES TO SUPPORT DAILY OPERATIONS

- Dedicated Project Team: Each project is staffed with a Principal-in-Charge, Project Manager, and technical leads in architecture, civil, mechanical, electrical, plumbing, and structural engineering. These team members remain fully engaged daily, ensuring consistency and attention to detail.
- Advanced Technology: Tools such as BIM, digital dashboards, and cloud-based file-sharing systems allow our team to work collaboratively and efficiently on all project tasks.
- Scalable Workforce: With over 300 professionals across multiple disciplines, Harvard Jolly | PBK has the capacity to allocate additional resources as needed to meet project demands.

Harvard Jolly | PBK's daily ability to handle each aspect of the scope of services is backed by our comprehensive resources, experienced personnel, and proven processes. We are confident in our capacity to deliver a successful Medical Examiner's Office that exceeds Polk County's expectations. Through proactive planning, efficient design practices, and seamless communication, we ensure that every project phase is executed with precision and excellence.


CRIME SCENE
DO NOT ENTER
IDENTIFICATION

Survey Questionnaire – Polk County

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

To: David Ray (Name of Person completing survey)

Hisllborough County (Name of Client Company/Consultant

Phone Number: 813.597.8100 Email: Rayd@HCFL.gov

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: Medical Examiner Compex Renovation

Name of Vendor being surveyed: Harvard Jolly | PBK

Cost of Services: Original Cost: $1.44M Ending Cost: $1.44M

Contract Start Date: 2022 Contract End Date: 2023

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

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

Printed Name of Evaluator David Ray

Signature of Evaluator: David Ray

Please fax or email the completed survey to: Harvard Jolly | PBK

Survey Questionnaire – Polk County

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

To: Brian Mondgock (Name of Person completing survey)

Collier County (Name of Client Company/Consultant

Phone Number: 2392527294 Email: Brian.Mondgock@CollierCountyFL.gov

Total Annual Budget of Entity ~$26

Subject: Past Performance Survey of Similar work:

Project name: Collier County - Career Technical Training Center

Name of Vendor being surveyed: Harvard Jolly | PBK

Cost of Services: Original Cost: $398,716.00 Ending Cost: $174,965.00

Contract Start Date: 5/15/2023 Contract End Date: 12/21/2023

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

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

Printed Name of Evaluator Brian Mondgock, PMP

Signature of Evaluator: [signature]

Please fax or email the completed survey to: Harvard Jolly | PBK

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Survey Questionnaire – Polk County

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

To: William Dooling (Name of Person completing survey)

Lee County (Name of Client Company/Consultant

Phone Number: 239 699 1399 Email: WDooling@LeeGov.com

Total Annual Budget of Entity 2.8 Billion

Subject: Past Performance Survey of Similar work:

Project name: Lee County - Various Projects

Name of Vendor being surveyed: Harvard Jolly | PBK

Cost of Services: Original Cost: Varies Ending Cost: Varies

Contract Start Date: Varies Contract End Date: Varies

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

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

Printed Name of Evaluator William Dooling

Signature of Evaluator:

Please fax or email the completed survey to: Harvard Jolly | PBK

27 | P a g e

Survey Questionnaire – Polk County

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

To: Elizabeth L. Aurelia (Name of Person completing survey)

Cleveland Clinic (Name of Client Company/Consultant

Phone Number: 772-205-5096 Email: AureliE@ccf.org

Total Annual Budget of Entity > 100m

Subject: Past Performance Survey of Similar work:

Project name: Cleveland Clinic - Various Projects

Name of Vendor being surveyed: Harvard Jolly | PBK

Cost of Services: Original Cost: Varies Ending Cost: Varies

Contract Start Date: Varies Contract End Date: Varies

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

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

Printed Name of Evaluator Elizabeth L. Aurelia

Signature of Evaluator: Elizabeth L. Aurelia, March 5, 2025

Please fax or email the completed survey to: Harvard Jolly | PBK

February 14, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: Phil Trezza

Title: Managing Principal

Company: Harvard Jolly | PBK

February 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Question and answer.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: Phil Trezza

Title: Managing Principal

Company: Harvard Jolly | PBK

February 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Clarification

Clarification

The Prime Consultant **can not** use the sub-consultants references in Tab 3 – Experience, Expertise, Personnel & Technical Resources, unless the two consulting firms create a joint-venture in accordance with Florida Statue 489.119. If the two consulting firms do create a joint-venture, they must submit their proposal on behalf of the joint-venture.

Link for Statue:
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0489/Sections/0489.119.html

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: Phil Trezza

Title: Managing Principal

Company: Harvard Jolly | PBK

March 7, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #4

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: question/answer and revision.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: Phil Trezza

Title: Managing Principal

Company: Harvard Jolly | PBK

Question 1: Medical Examiner projects are often few and far between. Many facilities are not built nor expanded for decades. Due to this fact, will the county respectfully consider increasing projects from within the past10 years to 25 years?

March 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, March 19, 2025, prior to 2:00 p.m.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: Phil Trezza

Title: Managing Principal

Company: Harvard Jolly | PBK

Proposers Incorporation Information

(Submittal Page)

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

Company Name: Harvard Jolly, Inc.

DBA/Fictitious Name (if applicable): Harvard Jolly | PBK

TIN #: EIN - 59-1430579

Address: 5201 W. Kennedy Blvd., Suite 515

City: Tampa

State: Florida

Zip Code: 33609

County: Hillsborough

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

Contact Person: Phil Trezza

Phone Number: 813.286.8206

Cell Phone Number: 727.692.2412

Email Address: p.trezza@harvardjolly.com

Type of Organization (select one type)

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

State of Incorporation: Florida

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

Affidavit Certification Immigration Laws

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

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

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

Company Name: Harvard Jolly | PBK

Signature: _____

Title: Managing Principal

Date: January, 8, 2025

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by Phil Trezza (*name*) as Managing Principal (*title of officer*) of Harvard Jolly | PBK (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced 8th January as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Susan Malusky x

Notary Commission Number and Expiration: HH 422607 | 08/11/27

(AFFIX NOTARY SEAL)

SUSAN MALUSKY
MY COMMISSION # HH 422607
EXPIRES: August 11, 2027

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 Phil Trezza (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.

Harvard Jolly | PBK
NONGOVERNMENTAL AGENCY

SIGNATURE

Phil Trezza
PRINT NAME

Managing Principal
TITLE

January , 8th, 2025
DATE

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: **RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion**

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 24 day of March, 20 25.

ATTEST:

By: _____

PRINTED NAME: Rene Tercilla

Its: Secretary

CONTRACTOR:

By: _____

PRINTED NAME: Ward Frszolowski

Its: President


HARVARD • JOLLY | PBK

5201 W. Kennedy Blvd.
Suite 515
Tampa, FL 33609
Phone: 813-286-8206
License #AR0013140
PBK.com

July 17, 2025 **VIA: Email**

Attn: Steve McMillan
Facilities Management Division
Polk County BoCC
2160 Marshall Edwards Dr
Bartow, FL 33830

RE: Polk County Medical Examiner's Office Expansion

Mr. McMillan:

PBK appreciates this opportunity to submit this proposal to Polk County BoCC (PC/Owner) to provide Architectural/Engineering (A/E) services to renovate and expand the Polk County Medical Examiner's Office.

Our proposal contains the following:

1.0 Project Understanding
2.0 Scope of Services
3.0 Proposal Assumptions
4.0 Exclusions
5.0 Compensation

1.0 Project Understanding

1.1 To provide improvements and expansion of the two (2) existing buildings and breezeway located at 1021 Jim Keene Blvd, Winder Haven, FL 33880.

1.2 The existing Medical Examiner's Facility function is divided into the two (2) previously mentioned buildings. The first building contains the public reception, offices, and report file storage. The second building contains morgue services, autopsy labs, coolers, specimen storage, and support spaces. The breezeway between the two (2) buildings provides cover and odor separation. The goal is to provide the required additional space and to redesign the existing office and morgue spaces to accommodate the County's projected growth.

1.3 The existing facility is 12,574 square feet, with an increase of 14,526 square feet to bring the total building size to 27,100 square feet. The estimated cost of construction is $12,763,562 for vertical construction, plus $864,831 for Civil site work.

1.4 The entire facility is to be storm-hardened, including replacing existing windows and doors as necessary and reroofing the existing facility to provide a single unified exterior.

2.0 Scope of Services

2.1 PBK will provide the below listed Architectural/Engineering services required for this project, including the required Civil, Landscaping, Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Technology (MEPFT) Engineering services.

2.2 Having previously produced the report study for the Medical Examiner's Office addition, PBK can reduce the time and effort required during the Schematic Design phase to credit the study fees to this project.

2.3 In addition to the Basic A/E design services, our team will provide the following Additional Services during the various phases of the project, including the following:

a. Limited Natural Resource Assessment Memorandum
b. Site DRI, PUD, Site Plan Review and/or Zoning Modifications
c. Site Lighting
d. Landscaping and Irrigation Design
e. Interior Design, including one (1) Color Board
f. Coordination with County Furniture Vendor
g. Assist with Medical Examiner related specialty furnishings and equipment
h. Provide up to four (4) full color photorealistic renderings of the exterior of the expanded/renovated facility (digital files only)
i. Building Commissioning Review

2.4 Schematic Design/Design Development Phases

a. Visit the facility and site to gather existing conditions information.
b. Compose and issue a Schematic Design (SD) set.
c. SD Submission 60 days after receipt of Notice To Proceed.
d. Meet with Owner to review SD documents within 14 days of SD submission.
e. Compose and issue a Design Development (DD) set.
f. DD Submission 60 days after SD review meeting.
g. Meet with Owner to review DD documents within 14 days of DD submission.

2.5 Construction Documents Phase

a. Compose and issue a 50% Construction Documents (CD) set.
b. 50% CD Submission 60 days after DD review meeting
c. Meet with Owner to review 50% CD documents within 14 days of 50% CD submission.
d. Compose and issue a 90% Construction Documents (CD) for GMP and Permit.
e. 90% CD Submission 60 days after 50% CD review meeting
f. Meet with Owner to review 90% CD documents within 14 days of 90% CD submission.
g. Compose and issue a 100% Documents Set within 30 days of receiving AHJ comments.

2.6 Bidding & Negotiations Phase

a. Attend bid opening and review bid tabs.

2.7 Construction Administration Phase

a. Issue addenda as necessary.
b. Consultant to confirm understanding/agreement with the contractor's enumeration of plans, specs, etc. once the final construction proposal is provided.

c. Review submittals.
d. Respond to RFI and requests for clarifications.
e. Provide site visits every other week during construction.
f. Perform one (1) inspection for Substantial Completion and add to Construction Manager's (CM) punch list.
g. Perform one (1) inspection for Final Completion.

2.8 PBK will provide the required services during closeout, including preparing a punch list, a Certificate of Substantial Completion, and Certificate of Final Completion.

2.9 PBK will transmit deliverables in Adobe Acrobat PDF format. Printed sets will be invoiced for reimbursement of costs associated with printing and shipping. PBK will transmit CAD/Revit files to the Owner at the end of the project as required.

3.0 Proposal Assumptions

3.1 PBK and our consulting engineers will meet with the Owner in person and via virtual meeting platforms, such as Microsoft Teams, whenever mutually beneficial.

4.0 Exclusions

4.1 The following services are excluded.

a. Surveys
b. Geotechnical Investigations
c. Material Testing
d. HVAC Test and Balance
e. Acoustic Design
f. Printed and Framed Renderings and/or Animations
g. LEED Design and Consultation
h. Furniture and Equipment Selection and Procurement Services
i. Building Envelope Services
j. Threshold Building Inspection Services
k. Life Cycle Cost Analysis (ROI)
l. Detailed Cost Estimating
m. Renderings and Models
n. Record Documents/As-Builts

5.0 Compensation

5.1 PBK and our consulting engineers will provide the A/E Basic Services described above for the following lump sum fees and broken-down per phase accordingly:

a.	Programming (previously provided in study)	$0
b.	Schematic Design (includes credit for line item a. above)	$128,800.00
c.	Design Development	$183,800.00
d.	Construction Documents	$367,600.00
e.	Construction Administration	$183,800.00
f.	Total	$864,000.00

A/E Design Services:
Eight hundred, sixty-four thousand dollars **$864,000.00**

5.2 Civil Site Design Services will be provided for the following lump sum fee:

Civil Design	$39,050.00

A/E + Civil Design Services:
Nine hundred, three thousand fifty dollars **$903,050.00**

5.3 The fees for Additional Services outlined in Section 2.3 total forty thousand, five hundred dollars ($40,500) and are broken-down as follows:

a.	Limited Natural Resource Assessment Memorandum	$ 3,200.00
b.	Site DRI, PUD, Site Plan Review and/or Zoning Modifications (included in Basic Services)	
c.	Site Lighting (included in Basic Services)	
d.	Landscaping and Irrigation Design	$ 5,200.00
e.	Interior Design, including one (1) Color Board	$27,100.00
f.	Coordination with County Furniture Vendor (included in Basic Service)	
g.	Building Commissioning Review	$ 5,000.00

Total (Basic + Additional Services):
Nine hundred, forty-three thousand, five hundred fifty dollars **$943,550.00**

5.4 Undefined Additional Services Allowance and Reimbursables $50,000.00

Grand Total Lump Sum (A/E Fees + Service Allowances):
Nine hundred, ninety-three thousand, five hundred fifty dollars **$993,550.00**

5.5 Basic Services not covered by the above service agreement:

a. Alternate Bids Exceeding Contract Scope
b. Multiple Construction Contracts
c. Record Documents/As-Builts
d. Prolonged Construction Contract Administration
    1. Additional Site Visits above and beyond, standard visits listed above
e. Substantive Changes to Scope, Size or Complexity
f. Owner Requested Changes to Approved Documents
g. Reimbursable Expenses (printing, shipping, etc.)
h. Photorealistic Renderings, framed photoprints, and 3D printed models
i. Record drawings or As-builts.

Thank you for this opportunity to serve Polk County and the Medical Examiner's Office. Please let us know if you have any questions or comments.

Sincerely,

Philip L. Trezza, Jr., AIA, LEED AP
Managing Principal, Tampa

CC: Alan Stilts, Ward Friszolowski, Steve Johnson, Eric Rainbeau

EXHIBIT B

SCOPE OF SERVICES

Consultant intends to provide programming and complete architectural and engineering services for the design and construction of the Polk County Medical Examiner's Office.

Consultant's services will be as specifically described below:

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including**:**

1.1.1. Project Decision Structure

1.1.2. Project Directory

1.1.3. Consultation

1.1.4. Research

1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by Consultant during the Design phases of the project)

1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of**:**

1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.

1.2.2. Review and checking of documents prepared for the Project by the Consultant and the Consultant's Consultants.

1.3. Agency Consulting/Review/Approval services, including**:**

1.3.1. Agency consultants

1.3.1.1.County agencies

1.3.1.2.Regional agencies

1.3.1.3.State agencies

1.3.2. Research of critical applicable regulations.

1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the Architect's services throughout the design of the project. Key decision making points will be identified on this schedule.

1.6. **Presentation services** consisting of presentations and recommendations by the Consultant to the following client representatives:

1.6.1. Board of County Commissioners

1.6.2. Executive Task Force

1.6.3. User group(s)

1.6.4. Construction Manager/Contractor

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/ DATA COLLECTION

2.1. Space Needs Assessments

2.1.1. Parking Analysis

2.2. **Analysis of the site** and its surroundings to include the following**:**

2.2.1. Land Utilization

2.2.2. Building locations

2.2.3. Utility Systems

2.2.4. Surface and subsurface conditions (By Owner)

2.2.5. Vegetation (By Owner)

2.2.6. Survey (By Owner)

2.2.7. Land Use Restrictions

2.2.8. Historical analysis

2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

3.1.1. Functional Requirements Analysis

3.1.2. Interior Development Guidelines

3.1.3. Space Standards

3.1.4. Preliminary Program Space Estimates

3.1.5. Space and Equipment Program

3.1.6. Special Building System Requirements

3.1.7. Micro-Adjacency Requirements

3.1.8. Prepare Final Draft Program

3.1.9. Prepare Final Program Report

~~**4. Intentionally Omitted**~~

~~4.1.1~~

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:

5.1.1.1.Conceptual Planning/Massing Options

5.1.1.2.Final Conceptual Site and Building Plans

5.1.1.3.Preliminary Sections and Elevations

5.1.1.4.Preliminary Selection of Building Systems and Materials

5.1.1.5.Development of Approximate Dimensions, Areas and Volumes

5.1.1.6.Perspective sketch – eye level

5.1.1.7.Study model

5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:

5.1.2.1.Plans, sections and elevations

5.1.2.2.Typical construction details

5.1.2.3.Three-dimensional sketch

5.1.2.4.Study model

5.1.2.5.Final materials selection

5.1.2.6.Equipment layouts

5.1.3.During the Contract Documents phase consisting of preparation of Drawings and specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:

5.2.1.1.A structural system

5.2.1.2.Alternate structural systems, if required

5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:

5.2.2.1.Basic structural system and dimensions

5.2.2.2.Final structural design criteria

5.2.2.3. Foundation design criteria

5.2.2.4. Preliminary sizing of major structural components

5.2.2.5. Critical coordination clearances

5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

5.3.1.1. Energy source(s)

5.3.1.2. Energy conservation and controls system concepts

5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)

5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)

5.3.1.5. Plumbing

5.3.1.6. Fire protection

5.3.1.7. General space requirements

5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.3.2.1. Approximate equipment sizes and capacities

5.3.2.2. Preliminary equipment layouts

5.3.2.3. Required space for equipment

5.3.2.4. Required chases and clearances

5.3.2.5. Acoustical and vibration control

5.3.2.6. Visual impacts

5.3.2.7. Energy conservation measures

5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic

electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

5.4.1.1.Power service and distribution

5.4.1.2.Lighting

5.4.1.3.Communication and data infrastructure and outlet location systems

5.4.1.4.Fire detection and alarms

5.4.1.5.General space requirements

5.4.1.6.Audio/Visual systems

5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.4.2.1.Criteria for lighting, electrical and communications systems

5.4.2.2.Approximate sizes and capacities of major components

5.4.2.3.Preliminary equipment layouts

5.4.2.4.Required space for equipment

5.4.2.5.Required chases and clearances

5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:

5.5.1.1.On-site utility systems

5.5.1.2.Fire protection systems

5.5.1.3.Drainage systems

5.5.1.4.Paving

5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.

5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by

Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. County shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.

5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.

5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:

5.7.1.1. Types and qualities of finishes and materials for furniture, furnishings, and equipment.

5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:

5.7.2.1. Interior construction of the Project

5.7.2.2. Special interior design features

5.7.2.3. Space planning

5.7.2.4. Materials, finishes and colors

5.7.2.5. Furniture and equipment layouts

5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

5.8.1. Design Development:

5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.

5.8.1.2. Begin development of sign prototypes.

5.8.1.3. Develop preliminary location plans.

5.8.2. Construction document preparation.

5.8.3. Construction observation and submittal review.

5.8.4. Interior sign types to include:

5.8.4.1. Primary room ID (changeable name inserts in some locations).

5.8.4.2. Restroom ID.

5.8.4.3. Stairway ID and stairway level ID.

5.8.4.4. Building Code required ID.

5.8.4.5. Fire exit plan.

5.8.4.6. Building directories.

5.8.5. Exterior sign types include:

5.8.5.1. Main entrance identification.

5.8.5.2. Vehicular directional.

5.8.5.3. Regulatory / Warning identification.

5.8.5.4. Parking areas; handicap parking, authorized vehicles, visitor parking, etc.

5.9. Materials Research/Specifications:

5.9.1. During the Schematic Design phase consisting of:

5.9.1.1. Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.

5.9.1.2. Investigation of availability and suitability of alternative materials, systems and equipment.

5.9.2. During the Design Development phase consisting of activities by in-house personnel in:

5.9.2.1. Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.

5.9.2.2. Coordination of similar activities of other disciplines.

5.9.2.3. Production of design manual including design criteria and outline specifications or material lists.

5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:

5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager

5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).

5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.9.3.4. Coordination of the development of Specifications by other disciplines.

5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.

5.10. At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the A/E shall provide the Owner with two (2) sets of drawings and specifications.

6. BIDDING OR NEGOTIATION SERVICES

6.1. Bidding Materials services consisting of organizing and handling Bidding Documents for:

6.1.1. Coordination

6.1.2. Reproduction by County

6.1.3. Completeness review

6.2. Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.

6.3. Bidding/Negotiation services consisting of:

6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.

6.4. Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

7.1. Submittal Services consisting of:

7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.

7.1.2. Distribution of submittals to Construction Manager.

7.1.3. Related communications.

7.2. Observation services consisting of periodic visits to the site at intervals appropriate to the state of the work or as otherwise agreed by the County and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will

be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.

7.2.1. Site visitation by Project Manager or Project Architect every other week.

7.2.2. Periodic site visits by other staff to observe the progress of the project.

7.3. Responses to Requests for Information (RFI)

7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents

7.4. Supplemental Documentation services consisting of:

7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Manager or the Owner.

7.4.2. Providing guidance to the Construction Manager in conjunction with the Owner relative to changed requirements and schedule revisions.

7.5. Quotation Requests/Change Orders consisting of:

7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.

7.5.2. Review of proposals from Construction Manager for reasonableness of quantities and costs of labor and materials.

7.5.3. Review and recommendations relative to changes in time for Substantial Completion.

7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.

7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.

7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.

7.6.2. Evaluation of Applications for Payment and certification thereof.

7.6.3. Review and evaluation of expense data submitted by the Construction Manager for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

7.7.1. Review of claims, disputes, or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.

7.7.2. Rendering written decisions.

7.8. **Project Closeout services** initiated upon notice from the Construction Manager that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.

7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.

7.8.2. Recommendation of the amounts to be withheld until final completion.

7.8.3. Intentionally Omitted

7.8.4. Issuance of Certificate(s) of Substantial Completion.

7.8.5. Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance.

7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.

7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).

7.8.8. Issuance of final Certificate(s) for Payment.

7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/ Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Construction Manager. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. **Record Drawing services** consisting of:

8.1.1. Making arrangements for obtaining from Construction Manager information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.

8.1.2. Review of general accuracy of information submitted and certified by the Construction Managerr.

8.1.3. Preparation of record drawings electronically based on certified information furnished by the Construction Manager.

8.1.4. Transmittal of one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on flash drive.

8.2. **Warranty Review** consisting of:

8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.

8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.

8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee): See Exhibit "C" for additional Services.

9.1. Owner-Provided Services:

9.1.1. Intentionally Omitted

9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.

9.1.3. Printing of all Contract Documents issued for bidding and construction.

9.2. Mock-Up Services relating to any space for study during the design phases and consisting of:

9.2.1. Design and documentation for the required mock-up.

9.2.2. Construction administration of mock-up construction activities.

9.2.3. Arrangements for testing performance of mock-up.

9.2.4. Review, analysis and reporting of results.

9.3. Prepare an Inventory of existing furniture and equipment that will be placed in the new facilities.

9.4. Value Engineering – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be complete at a stage no later than the completion of schematic design, or pay a mutually negotiated sum "at the time the services are requested" to Consultant to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to Consultant for its review and adequate time will be provided for Consultant to respond to these recommendations. Consultant may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and Consultant. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that Consultant shall not be responsible for any damage, cost or liability which arises in connection with, or as a result of, the incorporation of such design changes.

9.5. Commissioning – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria.

Consultant would prepare this service in conjunction with an independent contractor experienced in such activities.

9.6. Structural Blast Resistance - Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require a additional blast consultant to be obtained.

9.7. Security Systems: The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring, operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan Consultant will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.

9.7.1. **Schematic Design (SDs):** Consultant will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, Consultant will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.

9.7.2. **Design Development (DDs):** Consultant will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. Consultant will provide one person for 1 day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.

9.7.3. **Construction Documents (CDs):** Upon completion of this review, Consultant will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, Consultant will provide, at the completion of the Construction Documents phase, Two copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. Consultant will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.

9.7.4. **Bidding:** Consultant will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.

9.7.5. **Construction Administration (CA):** Consultant will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion Consultant will provide two persons for one day (16 hours total) to review and test the Electronic Security System.

9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.

9.7.5.2. Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.

9.7.6. **Expanded Security System Design -** The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:

9.7.6.1. Assistance Stations

9.7.6.2. Parking Area Equipment (cameras, card access control)

9.7.6.3. Wireless Duress

9.7.6.4. Hydraulic Barriers

9.7.6.5. Biometrics

9.7.6.6. Perimeter protection systems

9.7.6.7. Post Construction Services: Consultant will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.

Exhibit C

Compensation

PBK and our consulting engineers will provide the A/E Basic Services described above for the following lump sum fees and broken-down per phase accordingly:

a.	Programming (previously provided in study)	$0
b.	Schematic Design (includes credit for line item a. above)	$128,800.00
c.	Design Development	$183,800.00
d.	Construction Documents	$367,600.00
e.	Construction Administration	$183,800.00
f.	Total	$864,000.00

A/E Design Services:
Eight hundred, sixty-four thousand dollars **$864,000.00**

Civil Site Design Services will be provided for the following lump sum fee:

Civil Design	$39,050.00

A/E + Civil Design Services:
Nine hundred, three thousand fifty dollars **$903,050.00**

The fees for Additional Services outlined in Section 2.3 total forty thousand, five hundred dollars ($40,500) and are broken-down as follows:

a.	Limited Natural Resource Assessment Memorandum	$ 3,200.00
b.	Site DRI, PUD, Site Plan Review and/or Zoning Modifications (included in Basic Services)	
c.	Site Lighting (included in Basic Services)	
d.	Landscaping and Irrigation Design	$ 5,200.00
e.	Interior Design, including one (1) Color Board	$27,100.00
f.	Coordination with County Furniture Vendor (included in Basic Service)	
g.	Building Commissioning Review	$ 5,000.00

Total (Basic + Additional Services):
Nine hundred, forty-three thousand, five hundred fifty dollars **$943,550.00**

Undefined Additional Services Allowance and Reimbursables $50,000.00

Grand Total Lump Sum (A/E Fees + Service Allowances):
Nine hundred, ninety-three thousand, five hundred fifty dollars **$993,550.00**

EXHIBIT D

SCHEDULE OF REIMBURSABLES

1.	Subcontractor Services	Actual Costs
2.	Travel Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
3.	Postage, Fed Express, UPS	Actual Costs
4.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

Agenda Item R.26. 9/2/2025

SUBJECT

Accept and execute grant agreement SC12479 with the Florida State Courts System, Office of the State Courts Administrator from funds through Chapter 2025-198, Section 7, Line 2976A, Laws of Florida in the amount of $700,000 in nonrecurring capital outlay funds provided to the Polk County Board of County Commissioners to purchase property for the installation of the generator for the Polk County Bartow Courthouse. (one-time revenue $700,000.00)

DESCRIPTION

In 2025, the Board requested, as part of the State Legislative Priorities, the funding to purchase and install a generator or purchase property for the installation of the generator for the Polk County Bartow Courthouse. On July 23, 2025, the County received agreement SC12479 for the appropriation of pass-through funding in the amount of $700,000 from the Florida State Courts System, Office of the State Courts Administrator.

RECOMMENDATION

Request Board approve and execute grant agreement SC12479 with the Florida State Courts System, Office of the State Courts Administrator from the funds through Chapter 2025-198, Section 7, Line 2976A, Laws of Florida in the amount of $700,000 in nonrecurring capital outlay funds provided to the Polk County Board of County Commissioners to purchase property for the installation of the generator for the Polk County Bartow Courthouse.

FISCAL IMPACT

Upon approval funds will be available in the FY 25/26 CIP Bartow Courthouse Electrical Upgrades project.

CONTACT INFORMATION

Keith R. Tate, Director
Facilities Management Division
863-534-5511
keithtate@polk-county.net

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Noah Milov

From: Mark Kithcart, Drawer No. _____

Dept: Facilities Management Ext. 5511

Date: 08/21/2025

Request (in detail): _____

Review Agreement XXXXX with the Florida State Courts System, Office of the State Courts Administrator from funds through Chapter 2025-198, Section 7, Line 2976A, Laws of Florida in the amount of $700,000 in nonrecurring capital outlay funds provided to the Polk County Board of County Commissioners to purchase and install a generator or purchase property for the installation of the generator for the Polk County Bartow Courthouse.

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:
Assign to: Noah Milov Date: 8/21/2025

County Attorney Project No.: 25-538
Logged out: _____

Reviewed overview!
Noah Milov

Agreement Number SC12479

FLORIDA STATE COURTS SYSTEM

OFFICE OF THE STATE COURTS ADMINISTRATOR

THIS AGREEMENT is entered into between the State Court System of Florida, Office of the State Courts Administrator, hereinafter referred to as "OSCA," and Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "Recipient."

I. THE RECIPIENT AGREES:

A. Agreement Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this Agreement.
2. That the Agreement document consists of all attached documents identified in Section III(I).

B. Governing Law and Venue

That this Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

That funds provided in this Agreement may not be used for travel expenses of Recipient or Recipient's staff. Invoices and all necessary supporting documentation shall be submitted to the following address:

Office of the State Court Administrator
General Services Unit
Grants Administrator
500 S Duval Street
Tallahassee, FL 32399-1900

D. Records and Retention

1. To establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the OSCA under this Agreement in accordance with Rules 2.430 and 2.440, *Florida Rules of General Practice and Judicial Administration.*
2. To retain, at no additional cost to the OSCA, all records, software and service records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of ten (10) years after completion of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. If any such records are eligible for destruction under applicable record retention schedules before ten (10) years after completion of the Agreement the records may be destroyed with the prior written approval of the OSCA Grant Manager.
3. Upon demand and at no additional cost to the OSCA, the Recipient will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Public Records, Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Rule 2.420, *Florida Rules of General Practice and Judicial Administration, Chapter 119, Florida Statutes* and the DFS Reference Guide to State Expenditures made or received by the Recipient in conjunction with this Agreement except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of this Agreement for which the OSCA may unilaterally terminate the Agreement.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by OSCA.
3. To permit persons duly authorized by the OSCA to inspect and copy any records, papers, documents, facilities, goods and services of the Recipient which are relevant to this Agreement; and to interview any clients, employees and sub-recipient employees of the Recipient to assure OSCA of the satisfactory performance of the terms and conditions of this Agreement. Following such review, OSCA will deliver to the Recipient a written report of its findings and where appropriate, a request for the Recipient to submit a corrective action plan in accordance with Attachment A, Section D of this Agreement.
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General pursuant to section 20.055, Florida Statutes, and the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts and assignments.

6. To provide a financial and compliance audit to OSCA as specified in Attachment D, Part 1 and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

Pursuant to section 768.28(19), Florida Statutes, neither the Recipient nor the OSCA waive sovereign immunity nor do the parties agree to indemnify each other for the other party's negligence.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s).

H. Assignments and Subcontracts

1. To be responsible for all work performed and for all products produced pursuant to this Agreement.
2. Any sub-contracts shall be evidenced by a written document. The Recipient further agrees that OSCA shall not be liable to the sub-contractors in any way or for any reason. The Recipient, at its expense, will defend the OSCA against such claims.
3. That the OSCA shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the Recipient.

I. Return of Funds

To return to OSCA any overpayments due to unearned funds or funds for disallowed expenditures pursuant to the terms and conditions of this Agreement that were disbursed to the Recipient by OSCA. In the event that the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall repay said overpayment within thirty (30) business days of discovery. In the event that OSCA first discovers an overpayment has been made, the Grant Manager, on behalf of OSCA, will notify the Recipient by letter of such findings. Should repayment not be made within forty-five (45) calendar days of the notification by the OSCA, the Recipient will be charged at the lawful rate of interest on the outstanding balance after the OSCA notification or Recipient discovery.

J. Compliance with Statutes, Laws, Regulations, and Rules

1. That the Recipient shall, without exception, be aware of and comply with all State and Federal laws, rules, and regulations relating to this Agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgement, settlement, or compliance agreement involving the OSCA which by its nature affects this Agreement.

2. That the Recipient will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of age, race, religion, color, disability, national origin, marital status, sex, or genetic information. The Recipient further assures that all sub-recipients and sub-contractors, or others with whom it arranges to provide services under this Agreement will comply with these requirements.

K. Employment of Unauthorized Aliens and Use of the E-Verify System

That unauthorized aliens shall not be employed by the Recipient. The OSCA shall consider the employment of unauthorized aliens a violation of section 274A of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this Agreement by OSCA.

Pursuant to sections 448.09 and 448.095, Florida Statutes, the Recipient, and all subcontractors or subrecipients must:

1. Be in full compliance with sections 488.09 and 488.095, Florida Statutes, regarding the use of the Department of Homeland Security's (DHS) E-Verify System (https://www.e-verify.gov/) to verify the employment eligibility of each new employee hired, as required by 8 C.F.R. s. 274a. The Recipient shall also include the requirement from this paragraph in all subcontracts.

2. If the Recipient is unable to register to utilize DHS's E-Verify system because they are a sole proprietor or business entity with no employees, the Recipient must complete a registration waiver certification (Attachment E) certifying the reason for non-registration, which must be submitted for approval along with the required signed Agreement documents.

3. Confirm that all subcontractors/subrecipients with twenty-five (25) or more employees were registered with and have been utilizing the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor/subrecipient since July 1, 2023, as described in number 1 above. Subcontractors/subrecipients who were non-compliant with the statutory requirement for at least the six (6) months period prior to the anticipated effective date of the subcontract are not eligible to provide services under this Agreement.

4. Prior to allowing any subcontractor/subrecipient to provide any services contemplated under this Agreement, the Recipient shall provide the OSCA's Grant Manager a completed Subcontractor E-Verify Affidavit (Attachment F) and proof of registration to use the E-Verify system, if applicable.

5. Violation of the provisions in this section by the Recipient or a subcontractor/subrecipient may result in the penalties prescribed by section 448.09 and 448.095, Florida Statutes, being applied to the Recipient and the subcontractor/subrecipient and will constitute grounds for immediate termination of the Agreement by the OSCA.

6. Pursuant to section 448.095(5)(c)(3), Florida Statutes, the Recipient is liable for any additional costs incurred by the OSCA as a result of the termination of the Agreement for a violation of the provisions contained in these paragraphs.

L. Contracting with Entities of a Foreign Country of Concern

1. Pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into contracts or agreements with entities owned by a foreign country of concern, as defined in section 287.138(1)(c), Florida Statutes; where a foreign country of concern possesses a controlling interest in the entity; or with entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

M. Contracting with Entities Engaged in Forced Labor or Human Trafficking

1. Pursuant to sections 287.1346 and 787.06, Florida Statutes, governmental entities of the State of Florida are prohibited from accepting a bid, proposal or reply to any solicitation, entering into contracts or agreements with, or transacting business with entities that engage in forced labor, as defined by section 287.1346, Florida Statues, or human trafficking, as defined in section 787.06, Florida Statutes.

N. Sponsorship

This section intentionally omitted.

O. Publicity

That without limitation, the Recipient and its employees, agents, and representatives will not, without prior written consent in each instance, use the State of Florida's, the State Court System's, or the OSCA's name or seal in advertising, publicity, or any other promotional endeavor. The Recipient will not represent that any product or service provided by the Recipient has been approved or endorsed by the State of Florida, the State Court System, or the OSCA or refer to the existence of this Agreement in press releases, advertising or materials distributed to the Recipient's prospective customers.

P. Lobbying

To not expend and of the funds provided under this Agreement for the purpose of lobbying the Legislature, judicial branch, or a state agency.

Q. Final Reimbursement Request Process

To submit the final reimbursement request for payment by the OSCA by the last business day in July after the end of the State Fiscal Year (SFY) or within thirty (30) calendar days after the Agreement expires or is terminated. If the Recipient fails to do so, all rights to payment are forfeited and the OSCA will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports, deliverables, and tasks due from the Recipient pursuant to this Agreement and necessary adjustments thereto have been approved by the OSCA.

II. OSCA AGREES:

A. Agreement Amount

To pay for commodities and services according to the terms and conditions of this Agreement in an accordance with Attachment B to this Agreement, subject to the availability of funds. Any costs or services paid for under any other Agreement or from any other source are not eligible for payment under this Agreement.

B. Payment

Pursuant to section 215.422, Florida Statutes, the OSCA has fifteen (15) business days to inspect the documentation regarding the delivery of the goods and services provided by the Recipient, unless a different period has been agreed to by the parties.

C. Payment Inquiries and Vendor Ombudsman

1. That issues regarding the inspection, acceptance and payment for foods and services provided under this Agreement will be handled by the Grant Administrator at (850) 922-1184.

2. That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422 (7), Florida Statutes, which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

III. THE RECIPIENT AND OSCA MUTUALLY AGREE:

A. Effective and Ending Dates

That this Agreement shall begin on the date on which the Agreement has been signed by the last party required to sign it. It shall end at midnight, Eastern Time, on June 30, 2028. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and spending allocation by the Chief Justice.

B. Renewal

That upon continued appropriations by the Florida Legislature, the OSCA and the Recipient may renew the Agreement, in whole or in part, for a period that may not exceed three (3) years or the term of the original Agreement, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance and subject to availability of funds for this Agreement.

C. Termination

1. That this Agreement may be terminated by the OSCA without cause upon no less than a sixty (60) calendar day notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this Agreement become unavailable, the OSCA may terminate this Agreement upon no less than a twenty-four (24) hour notice in writing to the Recipient. The OSCA shall be the final authority as to the availability and adequacy of funds.
3. In the event the Recipient fails to fully comply with the terms and conditions of this Agreement, the OSCA may terminate the Agreement upon no less than twenty-four (24) hours' notice in writing to the Recipient, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in the written notice of noncompliance issued by the OSCA specifying the nature of the noncompliance and the actions required to cure such noncompliance. The OSCA's failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The OSCA's waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the OSCA's right to remedies at law or in equity.
4. The following shall be sufficient cause for termination by the OSCA upon no less than twenty-four (24) hours' notice in writing to the Recipient. To be terminated under this provision, the Recipient must have:
   - 4.1 Committed a violation of or non-compliance with Chapter 435, Florida Statutes.
   - 4.2 Committed a violation of or non-compliance with section 448.09, Florida Statutes.
   - 4.3 Committed a violation of or non-compliance with section 448.095, Florida Statutes.
   - 4.4 Been declared a business entity ineligible to contract with the State of Florida pursuant to Section 287.138, Florida Statutes.
   - 4.5 Been declared a Convicted Vendor pursuant to Section 287.133, Florida Statutes.
   - 4.6 Been declared a Suspended Vendor pursuant to Section 287.1351, Florida Statues.
   - 4.7 Engage in forced labor practices as defined by Section 287.1346, Florida Statutes.
   - 4.8 Engage in human trafficking practices as defined by Section 787.06, Florida Statutes.
   - 4.9 Previously failed to satisfactorily perform in a contract or agreement with any division of the State Courts System, been notified of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance; or
   - 4.10 Had a contract or agreement terminated for cause by any division of the State Courts System.
5. In the event of termination under sections C(1) or C(2), the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.
6. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Grant Manager or the representative of the Recipient responsible for administration of the program as appropriate.

D. Renegotiations or Modifications

1. That, with the exception of modifying the Budget in Attachment B, modifications of all other provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties.
2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in OSCA's operating budget, without said price level increases being approved in writing by the parties.
3. That the parties agree to renegotiate this Agreement if there are any revisions of any applicable state laws, or regulations that make changes in this Agreement necessary.

E. Third-Party Beneficiaries

The terms and conditions of this Agreement are intended to be solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties for the Parties to confer third-party beneficiary rights, interest, or claims to another party.

F. Execution in Counterparts

This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. A signed copy of the Agreement or counterpart transmitted via facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of an original executed copy.

G. Notice

That any notice, that is required under this Agreement shall be in writing and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the OSCA to the representative of the Recipient responsible for administration of the program, at the designated address indicated in III.H.3. and by the Recipient, to OSCA's Grant Manager indicated in III.H.4.

H. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Recipient name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment shall be made is:

   Polk County Board of County Commissioners
   PO Box 988
   Bartow, FL 33831

2. The name of the Recipient's contact person and street address where financial and administrative records are maintained is:

   Stacy Butterfield, CPA
   Polk County Clerk of the Circuit Court & Comptroller
   255 N Broadway Ave., PO Box 9000, Drawer CC1
   Bartow, FL 33831
   863-534-4525
   stacybutterfield@polk-county.net

3. The name, address, and telephone number of the Recipient's Project Manager responsible for administration of the program under this Agreement is:

   Mark Kithcart
   Polk County Board of County Commissioners
   2160 Marshall Edwards Drive
   Bartow, FL 33830
   (863) 534-5511
   markkithcart@polk-county.net

4. The name, address, and telephone number of the Grant Manager for OSCA for this Agreement is:

   Jessica Mitchell, General Services Analyst
   Office of the State Courts Administrator
   500 South Duval Street
   Tallahassee, FL 32399-1900
   (850) 488-3738
   mitchellj@flcourts.gov

5. The name, address, and telephone number of the Project Monitor/Circuit Liaison for this Agreement is:

   Nick Sudzina
   Tenth Judicial Circuit of Florida
   Polk County Courthouse - Bartow
   255 N Broadway Ave
   Bartow, FL 33830
   863-534-4686
   NSudzina@Jud10.flcourts.org

6. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party. Updates or changes to information in this section do not require a written contract amendment and may be effective upon receipt of the other party.

I. All Terms and Conditions Included

This Agreement and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous

communications, representations, or Agreements, either verbal or written between the parties. If any term or provision of this Agreement is legally determined unlawful or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this Agreement which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒):

Applicable attachments: ☒ indicates the attachment applies to this Agreement.		
	Attachment #	**Attachment Title**
☒	**Attachment A**	**Scope of Work/Additional Provisions**
☒	**Attachment B**	**State Fiscal Year Budget Document**
☒	**Attachment C**	**Certification Regarding Lobbying**
☒	**Attachment D**	**Compliance Monitoring and Auditing**
☒	**Attachment E**	**Contractor/Subcontractor E-Verify Registration Proof or Waiver Affidavit**
☒	**Attachment F**	**Subcontractor's E-Verify Registration Affidavit**
☐	**Attachment G**	**Contractor's Statutory Compliance Affidavit**

By signing this Agreement, the parties agree that they have read and agree to the entire Agreement, as described in Paragraph III.I. above.

IN WITNESS THEREOF, the parties hereto have caused this six (6) page Agreement and any attachments or exhibits to be executed by their undersigned officials as duly authorized.

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____

NAME: T.R. Wilson

TITLE: Chairman

DATE: _____

Vendor # F596000809238

THE FLORIDA STATE COURTS SYSTEM OFFICE OF THE STATE COURTS ADMINISTRATOR

SIGNED BY: _____

NAME: Eric Maclure

TITLE: State Courts Administrator

DATE: 08/29/2025

Attachment A

Scope of Work

PART 1 – GENERAL INFORMATION

Section A – Background and Purpose

The Florida Legislature, through Chapter 2025-198, Section 7, Line 2976A, Laws of Florida, appropriated funds as grant-in-aid to the Recipient, to be used to purchase and install a generator or purchase property for the installation of the generator for the Polk County Bartow Courthouse building. This Agreement provides the method for disbursement of the appropriated funds, how the funds may be spent, sets forth requisite deliverables, performance measures, financial consequences, reporting requirements, disbursement and expenditure reconciliation, invoice terms and other conditions necessary for payment. The total appropriation amount, amounts set-aside from the appropriation for specific purposes, any use restrictions and allocation requirements are identified in the Fiscal Year Budget, Attachment B to this Agreement. This is an ongoing project that is partially funded by the State appropriation.

Section B – Objective

The Recipient, in consultation with the Chief Judge of the Tenth Judicial Circuit Court of Florida, will use the funds provided under this Agreement to make the necessary improvements to the Polk County Bartow Courthouse.

The goals to be achieved to meet this objective are:

1. Engage the appropriate professional services firm (architect, engineer, commercial general contractor) to make any necessary recommendations and to advise or manage subcontractors.
2. To the extent feasible within existing funding, engage necessary professionals and contractors to:
    a. Purchase and installation of a generator.

Or

3. Purchase property to allow the installation of the generator.

PART 2 – WORK REQUIREMENTS

SECTION A - PROJECT RESOURCES

The following professional services must be used on this project to ensure the objectives of the Agreement are achieved and that the state funds provided under this Agreement are protected from loss:

1. **Project Manager**: A representative of the Recipient with the responsibility and authority to manage the project within the parameters set forth by the governing body of the Recipient's organization, including review, inspection and acceptance of the work being performed; creation and/or the submission of all reports and deliverables to the OSCA, approval of all invoices, submission of draw requests for funding from the OSCA and the financial accounting of all project funds. The Project Manager will also serve as the liaison between the Recipient, any vendors/contractors, the Tenth Judicial Circuit, its Project Monitor, and the OSCA.
2. **Project Monitor (Circuit Representative)**: A representative of the Tenth Judicial Circuit with the responsibility and authority to work with the Project Manager to ensure the needs and interests of the Tenth Judicial Circuit are met throughout the renovation. The Project Monitor may assist in the review, inspection and acceptance of the work being performed; must review, prior to submission, all reports and deliverables to the OSCA, approval of all invoices, submission of draw requests for funding from the OSCA and the financial accounting of all project funds. The Project Monitor will also serve as a liaison between the Recipient and the OSCA.

SECTION B – PROJECT PHASES

To ensure the security of the state funds provided for this project, the following tasks must be successfully completed to earn the milestone payment associated with each task or phase under this Agreement. Upon completion of each task or phase, the funds advanced to the Recipient will be deemed earned and the Recipient will be eligible for disbursement of the next advance, in accordance with the Attachment B, the Project Budget.

Purchase and installation of a generator or purchase property to allow the installation of a generator for the Polk County Bartow Courthouse:

1. **Evaluation and Estimation** – Review of the project requirements by a qualified and licensed professional appropriate for the work to be completed. The Project Manager, Project Monitor and the OSCA will be provided an estimate or other similar documentation outlining the work to be completed.
2. **Engagement** – Engaging an appropriately licensed and insured contractor(s), or other appropriate professional(s), licensed under the provisions of the applicable Florida Statutes, to perform the project outlined above and in Attachment B. The contract(s) with the vendor(s) should include description of the work to be performed (incorporating the design and blueprints, if any, by reference), project plan, milestones, due dates, minimum quality and performance standards, progress payment amounts, liquidated damages, financial consequences for failure to perform or meet minimum standards, warranty, and latent damages provisions.
3. **Execution of the Work** – The engaged professional(s), and any necessary subcontractor(s), performs the work necessary and in accordance with the approved estimate and scope of contract(s). Copies of all purchase orders or other procurement documentation will be maintained and provided in regular reporting to the OSCA.

4. **Inspection and Acceptance** – All necessary inspections will be conducted, pursuant to any applicable Florida Statute or other rule, as well as inspection by the Project Manager. A "punch-list" of items that fail to meet the acceptance of the Inspector or Recipient and a reasonable schedule for the vendor to correct the deficiencies. Recipient should keep copies of all bills of lading, packing slips or other similar documentation received or generated and provide copies upon request.

SECTION C – DELIVERABLES AND FINANCIAL CONSEQUENCES

The Recipient will ensure that the following deliverables are submitted to the OSCA:

1. **Project Plan** - A document outlining items such as the activities, tasks, deliverables, deliverables acceptance plan, procurement plan, and financial management plan (including the project budget). At a minimum, the Recipient will provide a project plan that includes a high-level project schedule that sets the critical path for the project. The project plan is due to the OSCA within 45 days of the execution of this Agreement and will be updated and resubmitted with all requests for a reimbursement. *Note: This deliverable must be approved by the Chief Judge and the Chair of the County Commission before it can be approved by the OSCA Grant Manager. The initial project plan can outline what changes, if any, to the project plan that may be approved by the Project Manager and Project Monitor without requiring formal approval of the Chief Judge and the Chair of the County Commission. Ensure that the necessary time to complete these reviews and approvals is factored into the Project Schedule.
2. **Project Schedule** – A comprehensive document that outlines the critical path of the project (purchase and installation of generator or purchase property to allow the installation of a generator) from start to completion. The schedule will include begin and end dates for all phases, subordinate activities and tasks for the project. The schedule must be updated when a change occurs. The project schedule is due to the OSCA within thirty (30) days of the execution of the separate contract between the Recipient and successful bidder for the design/build contract for this project and resubmitted with all requests for reimbursement.
3. **Monthly Project Report** – The monthly report will be submitted to the OSCA by the 15th calendar day of each month and will contain the following:
   - **3.1.** An executive narrative of the current status of the project.
   - **3.2.** A detail report of the activities and tasks completed during the prior month.
   - **3.3.** A detailed comparison of any changes made to the Project Plan during the prior month.
   - **3.4.** Update of the project budget, including cost status, expenditure status, obligated funds and fund balances. Failure to submit this deliverable by the due date will result in a liquidated damages assessment of $50 for each day it is late from the invoice, unless additional time is granted by the OSCA Grant Administrator.
4. **Contract Package** - A package containing the signed contract(s) with the General Contractor, Electrician, Architect, Engineer or other Professional Services provider contracted to perform work associated with this Agreement. This deliverable is due within fifteen (15) calendar days of the last party signing the contract. Failure to submit this deliverable by the due date will result in a liquidated damages assessment of $50 for each day it is late from the invoice, unless additional time is granted by the OSCA Grant Administrator.
5. **Inspection Package** – Copies of all final inspection reports issued by the local building authority showing the approval of the work. The delivery of this package will be within fifteen (15) calendar days of the issuance of each passed inspection. Failure to submit this deliverable by the due date will result in a liquidated damages assessment of $50 for each day it is late from the invoice, unless additional time is granted by the OSCA Grant Administrator.
6. **Acceptance Package** – Copies of the final report issued by the Project Manager recommending acceptance of the work by the Commissioners, if necessary, and the close-out letter issued to the General Contractor or other professional services provider.

It is acknowledged that the funding provided in this Agreement is only part of the funds necessary to complete the project. It is anticipated that these funds will be fully expended before the project is completed. If all funds are expended prior to the end of the term of this Agreement, the Recipient's monthly reporting requirements, and associated financial consequences, will cease once it has submitted all deliverables and reports to the OSCA Grant Administrator following the final invoice. Should additional funds be appropriated, this Agreement will be amended to include those funds and further amend scope, deliverables, and other provisions.

SECTION D – CORRECTIVE ACTION PLAN (CAP)

1. Should the OSCA identify any deficiency based on Contract requirements, which the OSCA, in its sole discretion, deems to be of significant magnitude, the OSCA may notify the Recipient of the deficiency and of the need to submit a CAP.
2. Upon such notification, the Recipient shall submit a formal written CAP within ten (10) business days of the date of the letter from the OSCA requiring submission of a CAP. The CAP shall be sent to the OSCA's Grant Manager for review and approval.
3. The OSCA shall notify the Recipient in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the OSCA shall provide a written statement identifying in reasonable detail as to why the OSCA

believes the CAP will not result in correction of the cited deficiencies. The Recipient shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.

4. Upon acceptance of the CAP, the Recipient shall have at the discretion of the OSCA, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the OSCA does not guarantee the implementation will result in elimination of future deficiencies.
5. The CAP will remain in effect until all deficiencies are corrected. Updates on the status of the CAP will be required as determined by the OSCA's Grant Manager.
6. The Recipient's failure to respond to a request for a CAP or failure to implement and successfully complete the CAP may result in termination of the Contract, pursuant to the termination provisions set forth in this Contract. The OSCA reserves the right to exercise other remedies as permitted by law.

Section E – Program Administration and Oversight

1. **Grant Fund Management**

   1.1. Ensure that all fund disbursements are made in accordance with applicable state grant laws and rules and retain documentation supporting all disbursements.

   1.2. Expenses reimbursed from any other source are not eligible for reimbursement under this Agreement

   1.3. Administrative and indirect costs are not reimbursable under this Agreement.

   1.4. Funds must be used in accordance with Polk County purchasing policies and rules.

2. **Recipient Reimbursement and Invoicing**

   2.1. Funds are made available by the Florida Legislature to the OSCA in quarterly increments. If this Recipient has an identified need for an advance of funds, a request may be made to the OSCA. Advances, up to 25%, may be made for fiscally restrained counties and when otherwise justified. Prior to granting an advance, the OSCA must receive the necessary approval of the Department of Financial Services. Otherwise, funds will be paid to the Recipient upon submission of an invoice and proof of completion of each task/phase. Funds are considered earned upon successful completion of each task/phase.

   2.2. Grant funds may only be used to provide the services identified in Attachment A to this Agreement.

   2.3. Invoices with all supporting documentation sufficient to perform a pre-audit and post audit must be submitted by the 15th of each month for the expenditures incurred during the prior month. Invoices must include:

      2.3.1. The reports identified in Section C of this attachment.

      2.3.2. Details showing the quantity, unit cost and extended costs of the items or services purchased and proof of payment.

      2.3.3. A certification statement that the "Expenses being submitted for reimbursement are true and accurate expenditures incurred while providing the services required under our Agreement. All services were provided in accordance with the terms and conditions of the Agreement and have not been and will not be reimbursed by any other source."

PART 3 – SUPPORTING INFORMATION

Section A – Dual/Multiple Funding Source Billing
No expense submitted for reimbursement under this Agreement may also be submitted to any other funding source for reimbursement. The OSCA reserves the right to verify that this practice is not being used by the Recipient. Dual or multiple billings will result in the expense being disallowed and the Recipient will be required to return any disallowed expenses. Failure to repay the disallowed amounts will result in the OSCA filing a claim with the Department of Financial Services for an offset of any future amounts disbursed to the Recipient, regardless of the source.

Section B – Pooled Funding
If the Recipient receives funding for any services identified in this Agreement from multiple sources and intends to pool all funds to pay for the delivery of services, in addition to the requirements identified in Part 2, Section D, the Recipient must also submit an expense allocation plan that proportionally allocates the total cost of the service across all funding providers, based on the percentage of the funds provided by each funding source.

Section C – State Funds
The funds for this Agreement are from an award of state funds provided by the Florida Legislature. A CSFA number for this Agreement will be assigned and provided to the Recipient, Project Manager and Project Monitor.

[*INTENTIONALLY LEFT BLANK*]

ATTACHMENT B - AGREEMENT BUDGET*

Budget Summary

State Fiscal Year	Funds Available	Funds Expended	Funds Balance
2025/2026 - 2027/2028 Purchase and installation of generator or purchase of property to allow for installation of generator	$700,000.00	$0.00	$700,000.00
Total	$700,000.00	$0.00	$700,000.00

Funds were appropriated in the fixed capital outlay category.

Detail of specific projects, task and work to be completed along with corresponding set-aside of the total Budget and expenditures to date.

Project/Task	Total Estimated Cost	Expenditures to Date

Monthly Expenditures (to be updated and expanded as needed)

Period	Monthly Expense Amount	Total Expenditures
January 2026		
February 2026		
March 2026		
April 2026		
May 2026		
June 2026		
July 2025		
August 2025		
September 2025		
October 2025		
November 2025		
December 2025		

*The Budget will be updated monthly and will become part of this Agreement without the need for a formal amendment. The Recipient may modify the form and format of the Budget to best reflect the project and work to be completed, with prior approval of the OSCA. The initial Budget and subsequent updates require approval of both the County Commission Chair and Chief Judge.

Attachment C

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR RECIPIENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No 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 an employee of any agency, a member of the Florida Legislature, an officer or employee of the Legislature, or an employee of a member of the Legislature in connection with the awarding of the any funds for this Agreement.

(2) If any funds other than the 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 the Florida Legislature, an officer or employee of the Legislature, or an employee of a member of the Legislature in connection with this Agreement, the undersigned shall enter the name of the Lobbying Registrant(s) in the space provided below.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and Recipients 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 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.

Name and Address of Lobbying Registrant(s)

*By:*_____ *Date:*_____

Name of Authorized Individual: _____

Attachment D

COMPLIANCE MONITORING AND AUDITING

The administration of resources awarded by the Florida Legislature, administered by the Office of the State Courts Administrator, to the Recipient will be subject to audits and monitoring by OSCA, as described in this section. Although the OSCA is not a state awarding agency under the Florida Single Audit Act (Act), the state funds awarded under this Contract will be treated as state financial assistance subject to the provisions of the Act as outlined herein.

MONITORING

In addition to reviews of audits conducted, monitoring procedures may include, but not be limited to, on-site visits by OSCA staff, limited scope compliance, financial or performance audits, and other monitoring methods. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by OSCA. In the event OSCA determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by OSCA staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OSCA, the Supreme Court Inspector General, the Chief Financial Officer (CFO) or the Auditor General.

AUDITS

PART I: STATE FUNDED AGREEMENTS

1. In the event that the Recipient expends a total amount of state funds equal to or in excess of $1,000,000.00 in any fiscal year of such Recipient, the OSCA requires the Recipient to have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment A, Part 3, Section D and Attachment E, Exhibit 1 to this Agreement indicates state funds awarded by the Florida Legislature through OSCA by this Agreement. In determining the state funds expended in its fiscal year, the Recipient shall consider all sources of state funds, including state funds received from OSCA, other state agencies, and other non-state entities. State funds do not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as specified in section 215.97(2), Florida Statutes, and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $1,000,000.00 in state funds in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $1,000,000.00 in state funds in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

PART II: REPORT SUBMISSION

1. Copies of financial reporting packages required by PART I of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

   A. The OSCA at the following address:

   Office of the State Courts Administrator
   General Services Unit
   Supreme Court Building
   500 S. Duval Street
   Tallahassee, Florida 32399-1900

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee access to such records upon request. The Recipient shall ensure that audit working papers are made available to OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by OSCA.

Attachment E

CONTRACTOR'S E-VERIFY REGISTRATION CERTIFICATION

I, _____, am the owner or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware of the requirement in sections 448.09 and 448.095, Florida Statutes, that every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Business or Business Entity Legal Name:	
Business or Business Entity Legal Address:	
Business or Business Entity Taxpayer Identification Number:	

I hereby certify that my business:

	Is not engaged as an "employer" who hires individuals as an "employee" to perform labor or services in exchange for a salary, wages or other renumeration requiring the completion and submission of the U.S. Citizenship and Immigration Services Form I-9, "Employment Eligibility Verification", does not pay employee salaries or wages, does not collect federal withholding taxes from any salaries or wages and submit them to the Internal Revenue Service, has no power to dictate or control an individual's work duties and obligations, and does not supervise employees of subcontractors.
	Is organized outside the United States and its territories and does not have any physical locations within the United States, and is not considered an "employer", as described in the paragraph above.
	Does not have more than five (5) employees at any given time and does not hire more than five (5) employees in a calendar year.

For the reasons stated above, my business or business entity is not eligible to register with and cannot use the Department of Homeland Security E-Verify System.

By signing this certification, I agree not to hire employees who are not authorized to be employed in the United States pursuant to 8 U.S.C. s. 1324a(h)(3) at the time of employment or at any time throughout the term of the employment. I further acknowledge that I will notify the Contract Manager within ten (10) calendar days of any change in the business entity status as an employer or if any employees are hired. I further acknowledge that the failure to make the appropriate notifications will result in the immediate termination of my contract.

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT.

_____
Sole Proprietor/Authorized Representative

_____
Printed Name

Attachment F

FLORIDA STATE COURTS SYSTEM
SUBCONTRACTOR'S E-VERIFY REGISTRATION AFFIDAVIT

I, _____, am the owner or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware of the requirement in section 448.095(2)(a), Florida Statutes, that every private employer with more than 25 employees and every public employer, contractor, and subcontractor must be registered with and use the Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees.

Business or Business Entity Legal Name:	
Business or Business Entity Legal Address:	
Business or Business Entity Taxpayer Identification Number (TIN):	

I hereby certify that my business or business entity:

	Is registered with the DHS E-Verify system (https://www.e-verify.gov/) to verify the employment eligibility of each new employee hired within three (3) business days after the employee begins working for pay, as required by 8 C.F.R s. 274a for contract\agreement eligibility purposes.
	Does not have more than five (5) employees at any given time and does not hire more than five (5) employees in a calendar year and is not eligible to register to use the DHS E-Verify system.
	Does not hire and agrees not to hire employees who are not authorized to be employed in the United States pursuant to 8 U.S.C. s. 1324a(h)(3).

By signing this affidavit, I agree to maintain an active E-Verify registration and that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status as an employer. I further acknowledge that the failure to comply with section 448.095, Florida Statutes, can result in fines of $1,000 per day, prohibition of my business from entering into any contracts with any government entity in the State of Florida for a period of 1-year, suspension or revocation of any business or professional license issued to my business by any agency of the State of Florida and the immediate termination of my contract.

Will certify compliance on the first unemployment tax return submitted to the Department of Commerce, as required by section 448.095(3), Florida Statues.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

_____
Sole Proprietor/Authorized Representative

_____
Printed Name

STATE OF _____

COUNTY OF _____

Sworn to (or Affirmed) and Subscribed Before Me By
Means of ☐ Physical Presence or ☐ Online Notarization
this _____ day of _____, 202__,
by _____, Who
☐ Is Personally Known to Me or ☐ Produced Identification.
Type of Identification Produced: _____

_____
Signature of Notary Public

_____
Printed Name of Notary Public Administering Oath Pursuant to §117.10, Florida Statutes

Attachment G

CONTRACTOR'S STATUTORY COMPLIANCE AFFIDAVIT

I, _____, am an officer or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware that governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with foreign countries of concern, pursuant to section 287.138, Florida Statutes, business entities that engage in forced labor and human trafficking practices, pursuant to sections 287.1346, and 786.06(13), Florida Statutes.

Business or Business Entity Legal Name:	
Business or Business Entity Legal Address:	
Business or Business Entity Taxpayer Identification Number:	

I hereby certify under penalty of perjury that:

- My business entity is not owned by a foreign country of concern, as defined by section 287.138, Florida Statutes.
- No foreign country of concern has a controlling interest in my business entity, as defined by section 287.138, Florida Statutes.
- My business entity is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138, Florida Statutes.
- My business entity does not engage in forced labor practices, as defined by section 287.1346, Florida Statutes.
- My business entity does not engage in human trafficking, as defined by section 787.06, Florida Statutes.
- My business entity does not employ or engage any person who performs any of the activities in section 787.30, Florida Statutes.

I have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of sections 287.1346 and 287.138, and chapter 787, Florida Statutes, may result in civil and criminal penalties, prohibitions against doing business with any governmental entity of the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

Agreement Number _____

By signing this affidavit, I agree that I will notify the Contract Manager within ten (10) calendar days of any change in my business entity status that would make any statement made on this affidavit untrue and within thirty (30) calendar days of gaining direct knowledge that any subcontractor or vendor is in violation of any of the requirements of sections 287.1346 and 787, Florida Statutes. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

_____

Sole Proprietor/Authorized Representative

_____

Printed Name

STATE OF _____ COUNTY OF ___

Sworn to (or Affirmed) and Subscribed
Before Me By Means of ☐ Physical
Presence or ☐ Online Notarization this _____ day of _, 202_,
by _____, Who
☐ Is Personally Known to Me or ☐ Produced
Identification. Type of Identification Produced: _____

_____

Signature of Notary Public

_____

Printed Name of Notary Public Administering Oath Pursuant to §117.03, Florida Statutes

Agenda Item R.27. 9/2/2025

SUBJECT

Approve selection committee's recommendation to authorize staff enter into negotiations with GISJane LLC to provide forecasting, detection, and mitigation of harmful algal blooms (no fiscal impact).

DESCRIPTION

Harmful algal blooms (HABs) present serious risks to public health, aquatic ecosystems, and water quality across the State of Florida, including Polk County. These blooms are primarily driven by increased nutrient inputs into water bodies, often associated with population growth and land use practices.

Polk County is home to hundreds of lakes, many of which have experienced HAB occurrences in recent years. These events have been documented and made publicly accessible via the Florida Department of Environmental Protection (FDEP) Algal Bloom Dashboard. Recognizing the growing impact of HABs, the State of Florida has allocated funding to support the development and implementation of innovative technologies aimed at forecasting, detecting, and mitigating these blooms.

In response to the State's initiative to better understand nutrient loading and HAB trends, Polk County was awarded a grant from FDEP under the Innovative Technology Grant Program.

To implement the grant funded project, Parks and Natural Resources requested Procurement to solicit proposals from qualified firms to conduct studies on publicly accessed lakes and streams for Harmful Algal Blooms (HABs) detection, monitoring, and mitigation.

Request for Proposal (RFP) 25-285, Forecasting, Detection, and Mitigation of Harmful Algal Blooms was issued, and one vendor submitted a proposal. The selection committee met on Monday, July 14, 2025, and elevated the vendor to interviews. On Thursday, August 7, 2025, the selection committee interviewed the vendor. After the interview, the consensus of the selection committee was to request the Board authorize staff to enter into negotiations with GISJane LLC.

The following is a listing of the firm and their ranking:

Proposer	City	Rank
GISJane LLC	St Petersburg, FL	1

A recommendation for the award was posted, and no protests were received.

The project has been approved by the Stormwater Technical Advisory Committee (STAC).

RECOMMENDATION

Request Board approve the selection committee's recommendation and authorize staff enter into contract negotiations with GISJane LLC for RFP 25-285, Forecasting, Detection, and Mitigation of Harmful Algal Blooms.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Brad Howard
Sr. Procurement Analyst
Procurement Division
(863) 534-6706
bradhoward@polk-county.net

Agenda Item R.28. 9/2/2025

SUBJECT

SET HEARING to consider a request to vacate portions of platted and unmaintained right-of-way shown on Fields Map of Survey of the Town of Loughman. (Suggested hearing date is September 16, 2025, at 9:00 a.m. or immediately following the regular agenda)

DESCRIPTION

The County has received the following request to adopt a resolution vacating, abandoning, discontinuing, closing, renouncing, and disclaiming any rights of the County or the public in certain platted and unmaintained rights-of-way within Polk County. 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 request to vacate portions of platted and unmaintained rights-of-way. Suggested Hearing Date: Tuesday, September 16, 2024, at 9:00 a.m., or immediately following the regular agenda:

1. Consider a petition by Heriberto Otero Jimenez and Sharon Otero to adopt a resolution vacating portions of platted and unmaintained rights-of-way (alleys) lying within Block 20 and Block 21 as shown on Fields Map of Survey of the Town of Loughman as recorded in Plat Book 6, at Page 37, Public Records of Polk County, Florida. The subject rights-of-way lie in Section 1, Township 26 South, Range 27 East.

RECOMMENDATION

Request Board set a Public Hearing on Tuesday, September 16, 2024, at 9:00 a.m., or immediately following the regular agenda, to consider the preceding item.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577

Agenda Item R.29. 9/2/2025

SUBJECT

Approve Land Purchase Agreement between Charles T. Stohlman, as Trustee and Flo Grown Home Buyers LLC and Polk County in conjunction with the Lake Lulu Wetland Restoration Project. ($77,000 one-time expense)

DESCRIPTION

The County has a project to enhance water quality, provide flood protection and restore natural systems associated with Lake Lulu which has an outfall to the Wahneta Drainage Canal that then connects to the Peace Creek Canal, eventually flowing to the Peace River. The planned improvements consist of rehydrating/connecting the wetlands along the lake edge and include the restoration of lake-side natural areas and re-directing other stormwater to enhance degraded wetlands, provide water quality treatment, provide additional flood protection and also enhanced wildlife habitat. The County previously acquired properties containing a total of approximately 121-acres, for the project located along the southwest side of Lake Lulu. Ownership of additional parcels along the south side of the lake would complement the property already acquired for the project by adding additional acreage to the project site. The County contacted the owners of two contiguous vacant parcels containing approximately 30-acres located along the southeast side of the lake, Charles T. Stohlman, as Trustee of the Cedrics Land Trust and Flo Grown Home Buyers LLC, and they expressed an interest in selling the properties. The County hired an independent appraiser to establish a value for the parcels and a value of $75,000 was established. The owners have agreed to accept the County's offer and have executed and delivered a Land Purchase Agreement for the purchase of the properties.

The County Attorney's Office and the Real Estate Services Director have reviewed the Land Purchase Agreement and recommend approval. Approving the Land Purchase Agreement, authorizing the issuance of funds for the purchase, and hiring American Government Services Corporation to close the transaction will allow the County to take ownership of the parcels for the project.

RECOMMENDATION

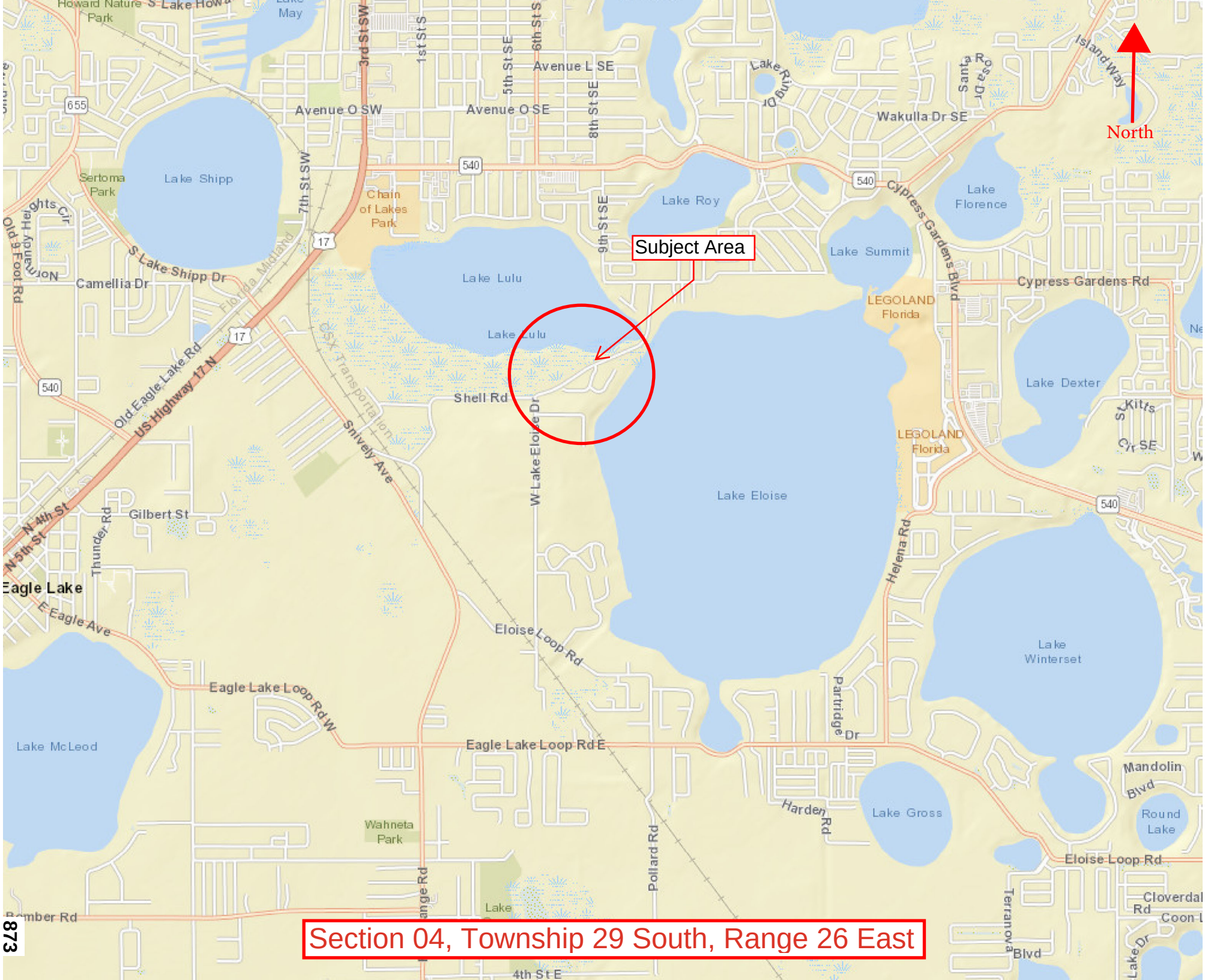
Request Board approve the above-mentioned Land Purchase Agreement and authorize the issuance of funds in the amount of $75,000 for the purchase. Also request Board approve hiring American Government Services Corporation to close the transaction and approve paying estimated closing costs in the amount of $2,000 for a total amount of $77,000.

FISCAL IMPACT

Funds are available for the purchase of the parcel and estimated applicable closing costs in the total amount of $77,000, in the Stormwater MSTU Fund.

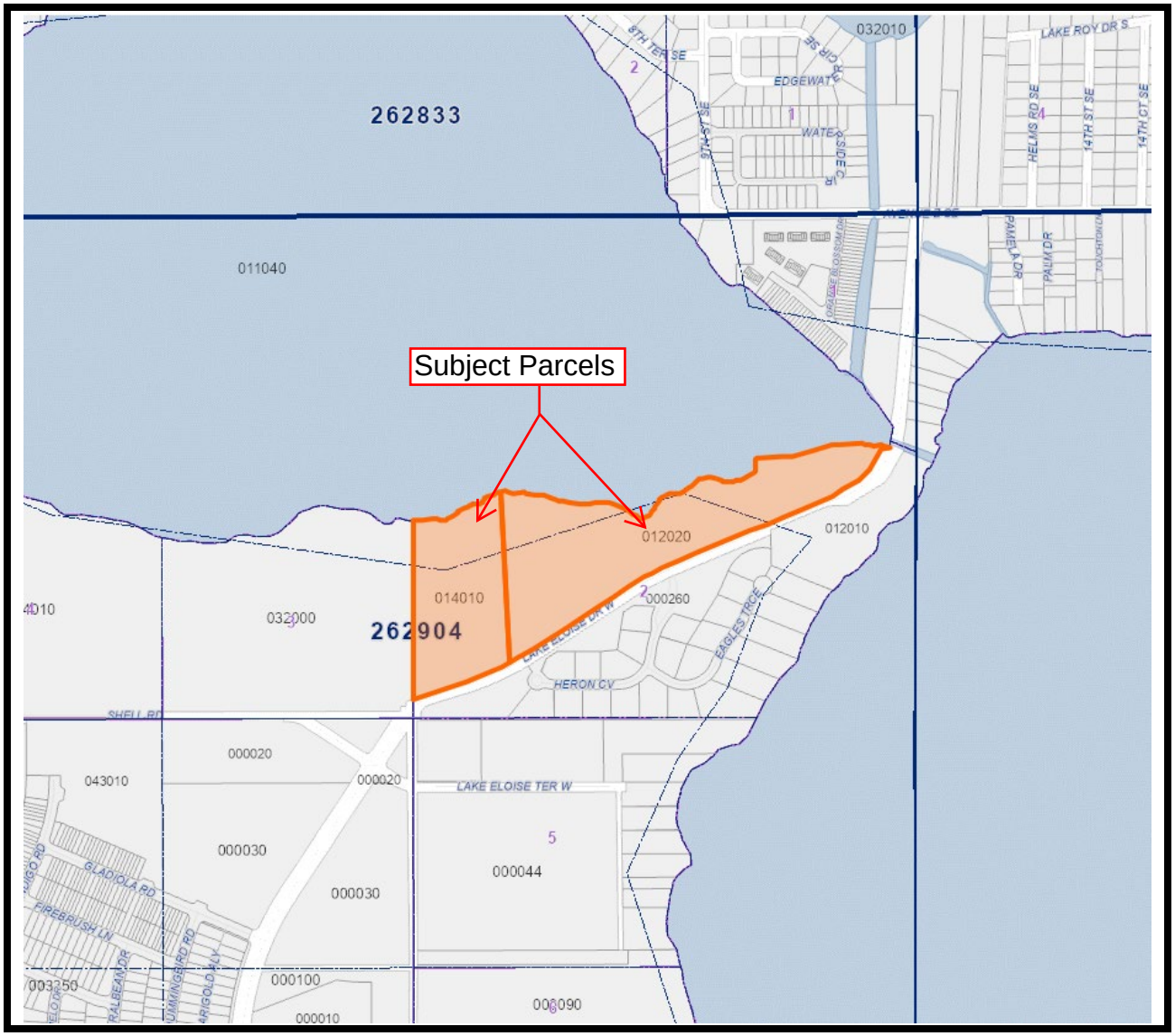
CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


Subject Area
North
Section 04, Township 29 South, Range 26 East
Lake Shipp
Lake Lulu
Lake Roy
Lake Summit
Lake Florence
Lake Dexter
Lake Eloise
Lake Winterset
Lake Gross
Lake McLeod
Lake May
Avenue O SW
Avenue O SE
Avenue L SE
Wakulla Dr SE
Cypress Gardens Rd
Cypress Gardens Blvd
LEGOLAND Florida
Shell Rd
W Lake Eloise Dr
Eloise Loop Rd
Eagle Lake Loop Rd W
Eagle Lake Loop Rd E
Old Eagle Lake Rd
US Highway 17 N
S Lake Shipp Dr
Camellia Dr
Gilbert St
Thunder Rd
N 4th St
N 5th St
E Eagle Ave
Eagle Lake
Shively Ave
Helena Rd
Partridge Dr
Harden Rd
Pollard Rd
Mandolin Blvd
Round Lake
Eloise Loop Rd
Terranova Blvd
Cloverdale Rd
Island Way
Santa Rosa Dr
Lake Ring Dr
Chain of Lakes Park
Sertoma Park
Howard Nature Park
Wahneta Park
Florida Midland
SR Transportation
7th St SW
9th St SE
8th St SE
6th St S
5th St SE
3rd St SW
1st St S
St Kitts Cir SE
Bamber Rd
4th St E
655
540
17

873

SECTION 04, TOWNSHIP 29 SOUTH, RANGE 26 EAST



Board of County Commissioners

Parcel I.D. Nos.: 262904-000000-012020 / 014010

LAND PURCHASE AGREEMENT

STATE OF FLORIDA
COUNTY OF POLK

THIS AGREEMENT made and entered into this 15th day of August 2025, between **CHARLES T. STOHLMAN,** as Trustee of the **CEDRICS LAND TRUST** dated January 1, 2020 **and FLO GROWN HOME BUYERS LLC,** a Florida limited liability company, hereinafter referred to as "Owners", and the **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Drawer RE-01, Bartow, Florida 33831-9005, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, Owners agree to sell to County and County agrees to purchase from Owners the lands identified as Parcel ID Numbers 262904-000000-012020 and 262904-000000-014010, as more particularly described in Exhibit "A", 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) Owners agree to sell and convey the Property by Warranty Deed, free of liens and encumbrances, unto the County, for the sum of $75,000 (Seventy-Five Thousand and 00/100 Dollars).

(b) The County payment of $75,000 for the purchase of the Property together with applicable closing costs shall be made to the Title Agency described in Section (d) herein for disbursement at closing. It is the Owners' responsibility to determine the apportionment of the purchase price stated herein for their respective ownership interests in the Property and Owners shall coordinate with, and execute necessary documentation by, the title agency described herein regarding the apportionment of the net proceeds associated with this transaction.

(c) Owners shall be responsible for the payment of any and all, current and/or past due real property taxes, or pro-rations thereof, pro-rated to the date of closing, and assessments due on the date of closing, and any payment due will be deducted at closing from the Owners' proceeds. Owners shall also be responsible for the payment of any Mortgages, Judgments and/or Liens, if any, which attach to the Property and any payment(s) due will be deducted at closing from the Owners' proceeds.

(d) Transaction will be closed by American Government Services Corporation (the "Title Agency") and the County agrees to pay the closing fee, title search fee, owner's title insurance premium, documentary stamps and the recording of the deed.

(e) Owners shall be responsible for the payment of all real estate fees and/or commissions or attorney's fees on behalf of the Owners, if any, and any payments due will be deducted at closing from the Owners' proceeds. County represents that it has not incurred the services of a broker.

(f) The Property as described in the attached Exhibit "A" was prepared from information available at the time of this Agreement without the benefit of a review by a licensed surveyor. County and Owners agree that the description will be reviewed and/or prepared by a licensed surveyor, at the sole cost and expense of the County, and the description as approved and/or prepared by said surveyor shall be the prevailing description for the Closing, provided that such legal description(s) generally describes the same property described in Exhibit "A" and identified by the Parcel ID Numbers stated herein.

(g) Any personal property located on the Property not removed after 14 days of transaction closing shall be considered abandoned by the Owners.

(h) The Owners agree and expressly acknowledge 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 cost are owed by the County to Owners.

* **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, and on the date shown above.

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

By: Heather Fuentes
Heather Fuentes, Sr. Professional
Polk County Real Estate Services

OWNER:

Charles T Stohlman as Trustee.
Charles T. Stohlman, as Trustee of the CEDRICS LAND TRUST dated January 1, 2020, whose address is P.O. Box 562, Winter Haven, FL 33882

Approved by:

8/15/25
R. Wade Allen, Director Date

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

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

By: _____
Heather Fuentes, Sr. Professional
Polk County Real Estate Services

OWNER:
FLO GROWN HOME BUYERS LLC, a Florida limited liability company, whose address is 625 Commerce Drive, 308, Lakeland, FL 33813

By: _____
Michael B. Greenhow, Manager

Approved by:

_____ 8/15/25
R. Wade Allen, Director Date

Exhibit "A"

PARCEL 1:

TRACT "B" of an unrecorded survey described as follows: Assuming the South line of the Southwest Quarter of the Northeast Quarter of Section 4, Township 29 South, Range 26 East, Polk County, Florida, to have a bearing of South 89°36'42" West, Begin at a point 1458.34 feet North and 2550.40 feet East of the Southwest corner of said Southwest Quarter of the Northeast Quarter of Section 4, said point being a railroad spike in the center of a concrete bridge over a canal connecting Lake Lulu and Lake Eloise, said Point of Beginning also lying on a curve concave Westerly, having a radius of 309.840 feet, a central angle of 58°20'06", a chord-bearing of South 38°07'34" West, and a chord-length of 302.01 feet; thence Southwesterly, along said curve and centerline of West Lake Eloise Drive, an arc-length of 315.46 feet to the P.T. of said curve, said P.T. being an iron rod; thence along said centerline of West Lake Eloise Drive the following five calls: South 67°17'38" West, 548.27 feet to an iron rod; thence South 66°56'16" West, 551.35 feet to an iron rod marking the point of curve, said curve concave Southerly, having a radius of 1136.077 feet, a central angle of 10°11'24", a chord-bearing of South 61°50'34" West, and a chord-length of 201.78 feet; thence Southwesterly, along said curve, an arc-length of 202.05 feet to the P.T. of said curve, said P.T. being an iron rod; thence South 56°44'52" West, 648.50 feet to an iron rod marking the point of curve, said curve concave Northerly, having a radius of 1445.769 feet, a central angle of 5°28'50", a chord bearing of South 59°29'17" West, and a chord-length of 138.24 feet; thence Southwesterly, along said curve, an arc-length of 138.29 feet to an iron rod marking the intersection with a non-tangent line; thence North 03°14'04" West, along said line, passing a concrete marker at 890.00 feet, a distance of 910 feet, more or less, to the waters of Lake Lulu; thence Easterly, along said waters, 2100 feet, more or less, to the centerline of said Lake Eloise-Lake Lulu canal; thence Southeasterly, along the centerline of said canal, 70 feet, more or less, to the said Point of Beginning.

PARCEL 2:

The South ½ of the Northeast ¼ lying North of W. Lake Eloise Drive LESS the following described parcel:

TRACT "B" of an unrecorded survey described as follows: Assuming the South line of the Southwest Quarter of the Northeast Quarter of Section 4, Township 29 South, Range 26 East, Polk County, Florida, to have a bearing of South 89°36'42" West, Begin at a point 1458.34 feet North and 2550.40 feet East of the Southwest corner of said Southwest Quarter of the Northeast Quarter of Section 4, said point being a railroad spike in the center of a concrete bridge over a canal connecting Lake Lulu and Lake Eloise, said Point of Beginning also lying on a curve concave Westerly, having a radius of 309.840 feet, a central angle of 58°20'06", a chord-bearing of South 38°07'34" West, and a chord-length of 302.01 feet; thence Southwesterly, along said curve and centerline of West Lake Eloise Drive, an arc-length of 315.46 feet to the P.T. of said curve, said P.T. being an iron rod; thence along said centerline of West Lake Eloise Drive the

following five calls: South 67°17'38" West, 548.27 feet to an iron rod; thence South 66°56'16" West, 551.35 feet to an iron rod marking the point of curve, said curve concave Southerly, having a radius of 1136.077 feet, a central angle of 10°11'24", a chord-bearing of South 61°50'34" West, and a chord-length of 201.78 feet; thence Southwesterly, along said curve, an arc-length of 202.05 feet to the P.T. of said curve, said P.T. being an iron rod; thence South 56°44'52" West, 648.50 feet to an iron rod marking the point of curve, said curve concave Northerly, having a radius of 1445.769 feet, a central angle of 5°28'50", a chord bearing of South 59°29'17" West, and a chord-length of 138.24 feet; thence Southwesterly, along said curve, an arc-length of 138.29 feet to an iron rod marking the intersection with a non-tangent line; thence North 03°14'04" West, along said line, passing a concrete marker at 890.00 feet, a distance of 910 feet, more or less, to the waters of Lake Lulu; thence Easterly, along said waters, 2100 feet, more or less, to the centerline of said Lake Eloise-Lake Lulu canal; thence Southeasterly, along the centerline of said canal, 70 feet, more or less, to the said Point of Beginning.

Agenda Item R.30. 9/2/2025

SUBJECT

Approve Land Purchase Agreements in conjunction with the purchase of conservation preservation properties located in the Lake Wales Ridge Ecosystem Project - Crooked Lake West Area, Allard and Dean parcels ($11,000 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 two referenced below, have decided to accept the County's offer, and have executed agreements for the sale of their properties.

Approving the following agreements 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 Janice E. Allard, and Polk County for the purchase of Parcel ID Number 273034-000000-031040 for the amount of $7,500. The property is a vacant, nearly rectangular-shaped parcel containing approximately 1.25 acres lying in Section 34, Township 30 South, Range 27 East.
2. Land Purchase Agreement between Betty K. Dean and Polk County for the purchase of Parcel ID Number 273034-000000-044180 for the amount of $3,500. The property is vacant, nearly rectangular-shaped parcel containing approximately 1.25 acres lying in Section 34, Township 30 South, Range 27 East.

RECOMMENDATION

Request Board approve the aforementioned Land Purchase Agreements and authorize the issuance of a checks totaling $11,000 for the respective purchases.

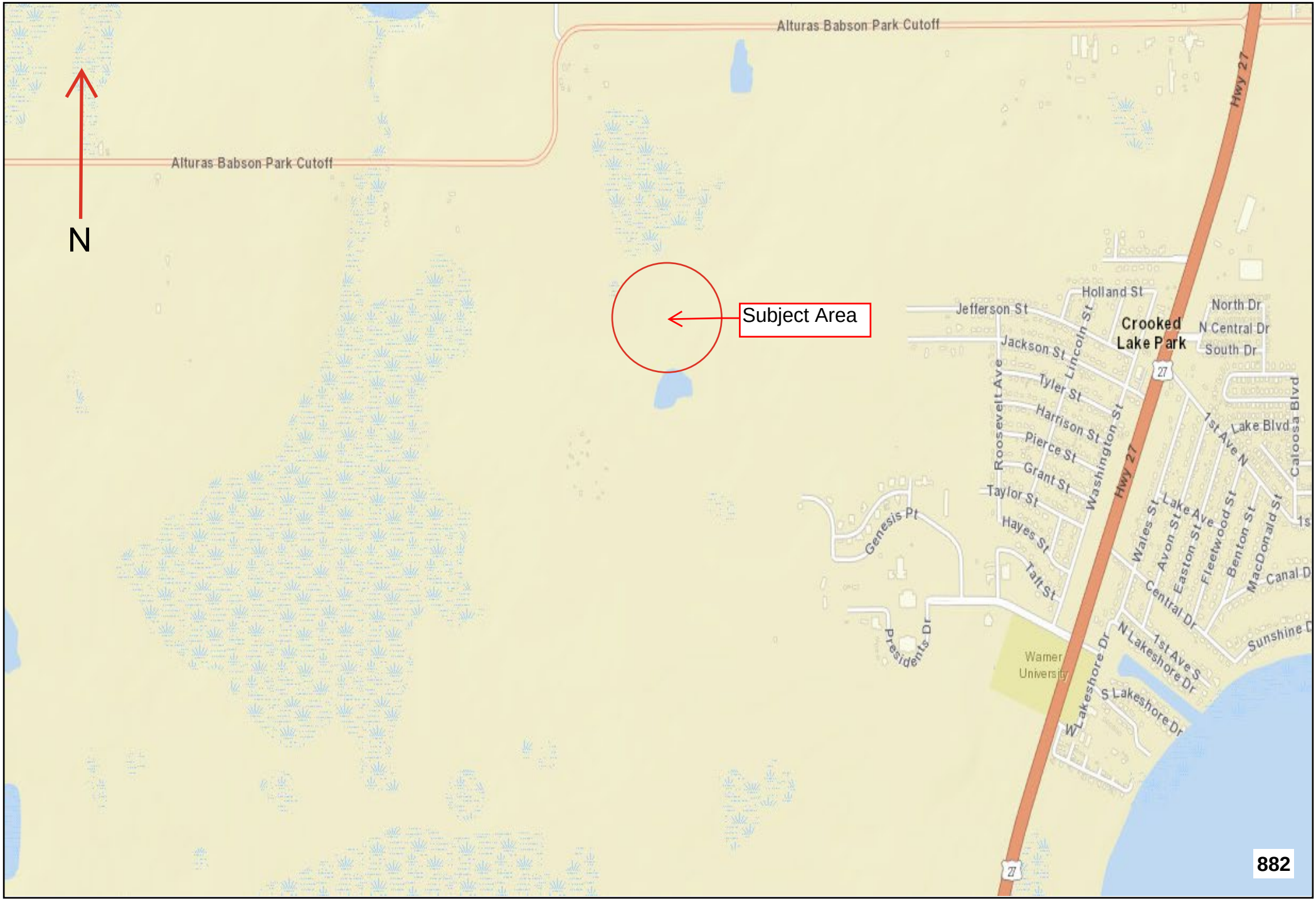
FISCAL IMPACT

Funds are available for the purchase of the properties in the Environmental Lands Acquisition Fund.

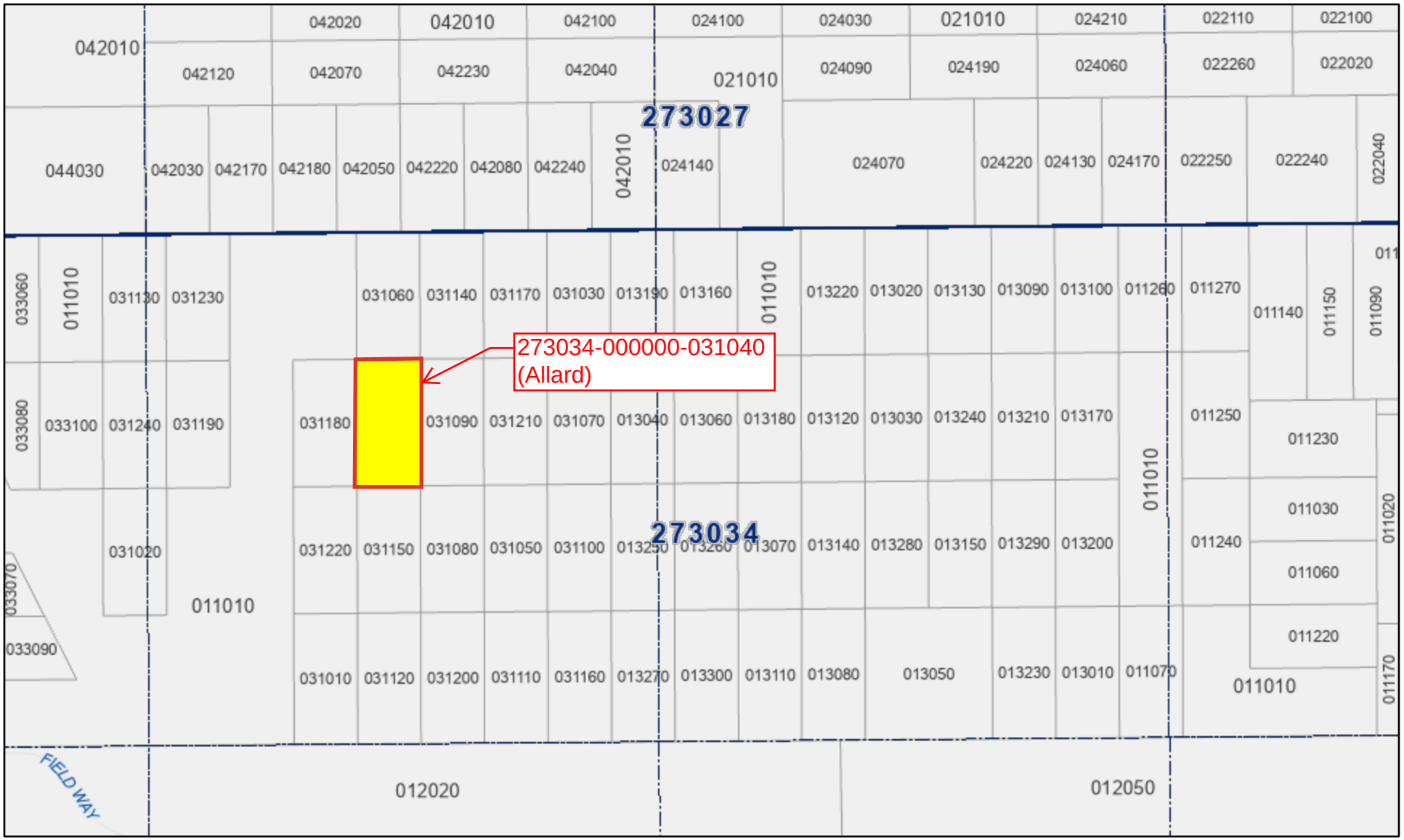
CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577

Section 34, Township 30 South, Range 27 East



Section 34, Township 30 South, Range 27 East



0 195 390 780 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Polk County Property Appraiser
Polk County, Florida

August 7, 2025

N W E S

Board of County Commissioners

Crooked Lake West Project Area
Parcel ID Number: 273034-000000-031040

LAND PURCHASE AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT made and entered into this 28 day of July, 2025, between **Janice E. Allard, the un-remarried widow of Charles K. Allard, deceased** whose mailing address is 353 Fuller St., Unit 29, Ludlow, Massachusetts 01056, 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 land identified as **Parcel ID Number 273034-000000-031040** located in Polk County, Florida, as further described in **Exhibit "A"**, containing approximately 1.25 acres, 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 **$7,500.00 (Seven Thousand Five Hundred Dollars)**.

(b) Purchaser shall pay unto the Owner the total sum of $7,500.00, 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) Purchaser shall be responsible for the payment of any real property taxes, or proration thereof and the recording of the deed of conveyance.

(d) Owner acknowledges she has not incurred the services of a Real Estate 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
Melanea D. Hough, Professional Real Estate Services

OWNER:

By: Janice E. Allard
Janice E. Allard, the un-remarried widow of Charles K. Allard, deceased

APPROVED BY:

By: 8/7/25
R. Wade Allen, Director
Real Estate Services
Its Agent

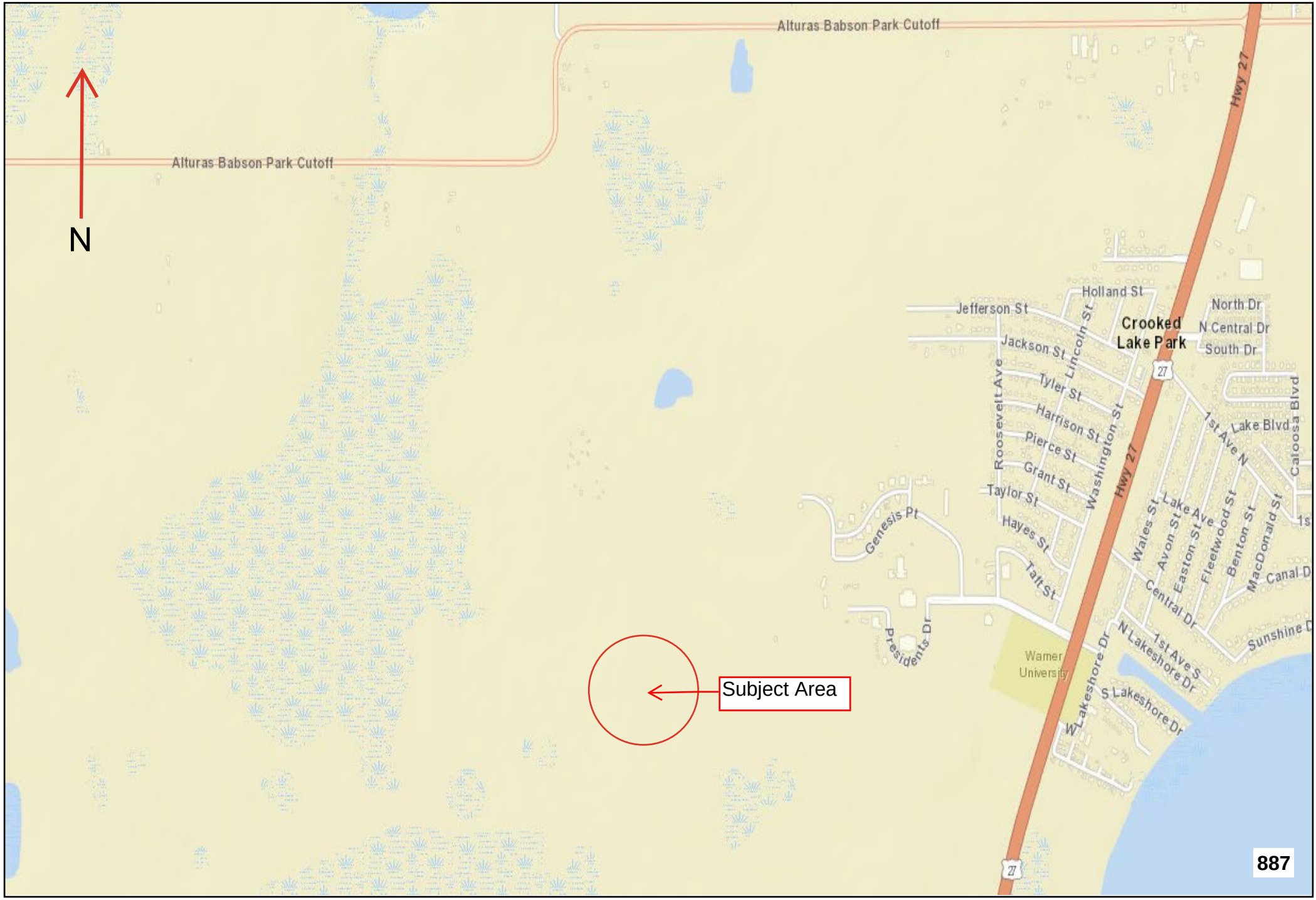
Exhibit "A"

Tract No. 514: The South 330 feet of the North 660 feet of the West 165 feet of the East 3430 feet of the North 1/2 of the North 1/2 of Section 34, Township 30 South, Range 27 East. The North 40 feet thereof subject to an easement for road right-of-way.

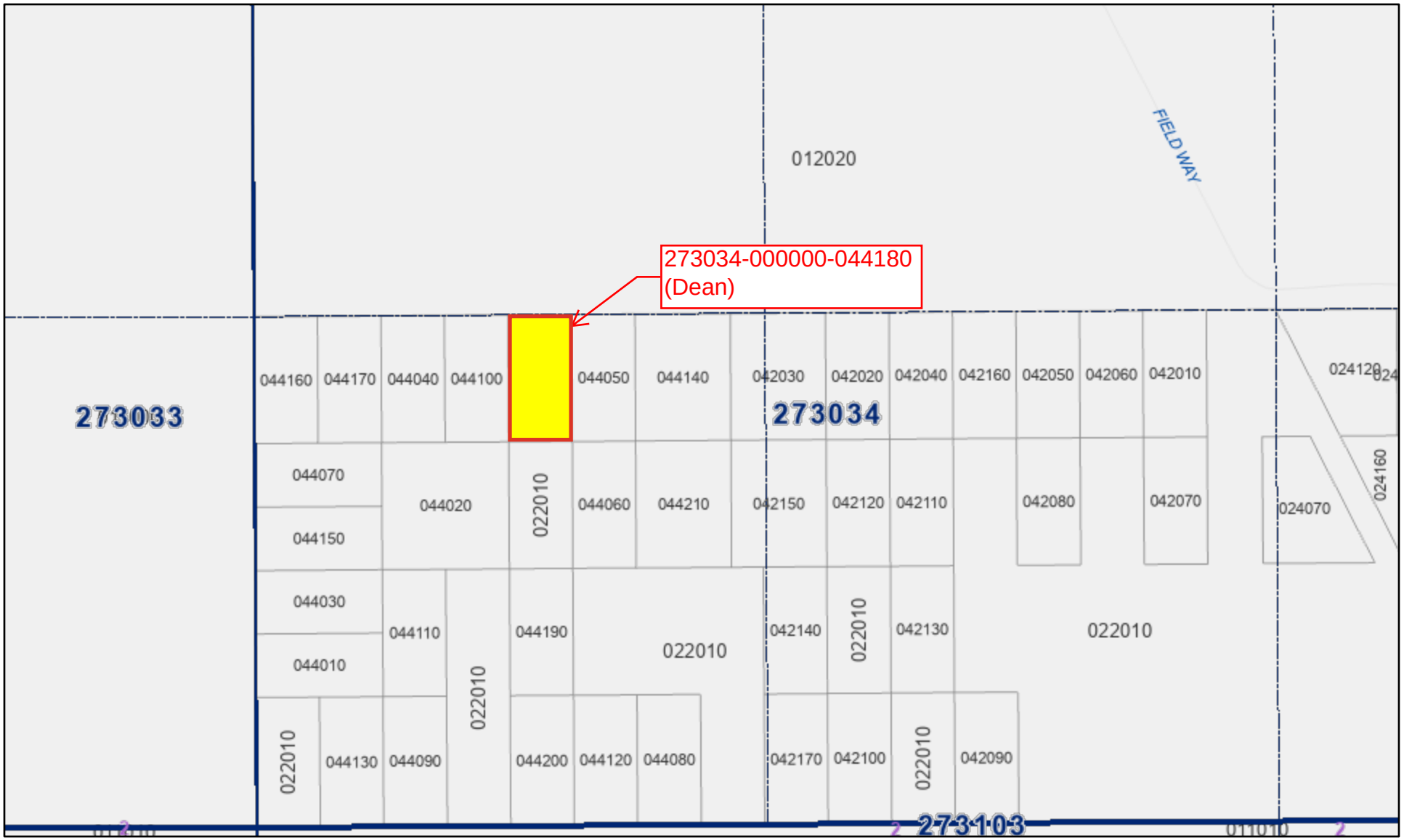
Being Parcel I.D. #273034-000000-031040

Being the same property described in that certain Warranty Deed recorded in Official Record Book 1929 at Page 586, Public Records of Polk County, Florida.

Section 34, Township 30 South, Range 27 East



Section 34, Township 30 South, Range 27 East



0 195 390 780 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Polk County Property Appraiser
Polk County, Florida
August 19, 2025

N W E S

Board of County Commissioners

Crooked Lake West Project Area
Parcel ID Number: 273034-000000-044180

LAND PURCHASE AGREEMENT

COUNTY OF POLK
STATE OF FLORIDA

THIS AGREEMENT made and entered into this 19TH day of August, 2025, between **Betty K. Dean, the widow of Johnie L. Dean, Jr., deceased** whose mailing address is 6118 Longdale Furnace Road, Clifton Forge, Virginia 24422, 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 land identified as **Parcel ID Number 273034-000000-044180** located in Polk County, Florida, as further described in **Exhibit "A",** containing approximately 1.25 acres, 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 **$3,500.00 (Three Thousand Five Hundred Dollars)**.

(b) Purchaser shall pay unto the Owner the total sum of $3,500.00, 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) Purchaser shall be responsible for the payment of any real property taxes, or proration thereof and the recording of the deed of conveyance.

(d) Owner acknowledges she has not incurred the services of a Real Estate 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: _____
Betty K. Dean, the widow of Johnie L. Dean, Jr., deceased

APPROVED BY:

By: _____ 8/19/25
R. Wade Allen, Director
Real Estate Services
Its Agent

Exhibit "A"

Tract No. 562: The West 165 feet of the East 4650 feet of the North 330 feet of the South 1/2 of the South 1/2 of Section 34, Township 30 South, Range 27 East. The South 30 feet thereof subject to an easement for road right-of-way.

Being Parcel I.D. #273034-000000-044180

Being the same property described in that certain Warranty Deed recorded in Official Record Book 1970 at Page 1471, Public Records of Polk County, Florida.

Agenda Item R.31. 9/2/2025

SUBJECT

Adopt Resolution authorizing negotiations required by §73.015, Florida Statutes to be undertaken by the County Real Estate Services Director and his designated agents, subject to final Board approval, for acquisitions necessitated by a new Roads and Drainage CIP Project known as Vaughn Road. (No fiscal impact)

DESCRIPTION

§73.015, Florida Statutes requires that prior to commencing eminent domain actions for the acquisition of any properties necessary to carry out public purpose projects, the County must:

1. Attempt to negotiate in good faith with landowners in hopes of reaching a settlement;
2. Notify landowners of statutory rights under Chapter 73;
3. Make a written offer to the landowner based on the value of the property taken and any severance damages;
4. Provide the landowners with at least thirty (30) days in which to consider the offer before filing suit;
5. Provide the landowner with copies of maps and plans and other documents relating to the acquisition; and
6. Make a good faith effort to notify business owners of the acquisition of property upon which they operate a business.

The purpose of this statute is to encourage settlements prior to expending costs required by litigation in hopes of an overall cost savings to the citizens of this state. To facilitate the timely and orderly acquisition of necessary right-of-way/parcels and to ensure compliance with all requirements of this statute, this Board has previously authorized the County Real Estate Services Director, or his agents, to undertake the initial negotiations process with any final decision as to settlement or suit being left to this Board.

This Board has previously approved a project known as Vaughn Road as part of the Roads and Drainage CIP program. It is requested that the attached proposed Resolution be approved and adopted to grant to the Real Estate Services Director the authority to proceed with the required steps under §73.015, Florida Statutes to acquire necessary right-of-way/parcel, or parcels, for the Vaughn Road Project.

RECOMMENDATION

Request Board adopt the proposed Resolution authorizing negotiations required by §73.015, Florida Statutes to be undertaken by the County Real Estate Services Director and his designated agents,

subject to final Board approval, for the Vaughn Road Project.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577

RESOLUTION NO.: 2025-_____
A RESOLUTION AUTHORIZING NEGOTIATIONS AND WRITTEN OFFERS TO BE MADE BY THE COUNTY REAL ESTATE SERVICES DIRECTOR AND HIS AGENTS PURSUANT TO § 73.015, FLORIDA STATUTES IN CONJUNCTION WITH NECESSARY RIGHT-OF-WAY ACQUISITIONS RELATING TO PROPOSED PUBLIC TRANSPORTATION IMPROVEMENTS

WHEREAS, Chapter 336, Florida Statutes, generally provides Polk County and the Board of County Commissioners with authority, superintendence and control over the establishment and repair of county roads; and

WHEREAS, Chapter 127, Florida Statutes, delegates Polk County and the Board of County Commissioners the power to acquire property for any County purpose through eminent domain; and

WHEREAS, Chapters 73 and 74, Florida Statutes, setting out procedures for eminent domain acquisitions in Florida, apply to acquisitions by Counties; and

WHEREAS, Section 73.015, Florida Statutes, sets out procedures for pre-suit negotiations to be followed by all condemning authorities, including Counties; and

WHEREAS, the purpose for the pre-suit negotiations required by Section 73.015, Florida Statutes, is to encourage settlements without resort to litigation by requiring all condemning authorities, including Counties, to:

(1) Attempt to negotiate in good faith with landowners in hopes of reaching a settlement;
(2) Notify landowners of statutory rights under Chapter 73, Florida Statutes;
(3) Make a written offer to the landowner based on the value of the property taken and any severance damages;
(4) Provide the landowner with at least thirty (30) days in which to consider the offer before filing suit;
(5) Provide the landowner with copies of maps and plans and other documents relating to the acquisition;
(6) Make a good faith effort to notify business owners of the acquisition of property upon which they operate a business; and

WHEREAS, the Polk County Board of County Commissioners has previously taken official action approving the transportation capital improvements listed on the attached Exhibit “A”, for the public purpose of making necessary transportation capital improvements, by adopting and approving a Roads and Drainage Capital Improvements Plan (CIP) making it necessary to acquire interest in additional property to make the necessary improvements; and

WHEREAS, Polk County has located and surveyed such land as is necessary to make the transportation capital improvements identified on Exhibit “A”; and

WHEREAS, it is necessary, in order for those capital improvements to be made, that additional parcel(s), in the form of fee simple title and/or easement interests, be acquired; and

WHEREAS, the procedures set out in Section 73.015, Florida Statutes must be complied with in conjunction with the necessary acquisition of the additional parcels and prior to the filing of any eminent domain, should negotiations fail;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, in regular session duly assembled, that, to facilitate the timely and orderly acquisition of the additional parcels necessary to complete the proposed public transportation capital improvements identified on Exhibit "A", the Real Estate Services Director for Polk County, and/or his designated agents, are hereby authorized, subject to the final approval by the Polk County Board of County Commissioners, to acquire the property for the identified capital improvements. Further, the Real Estate Services Director for Polk County, and/or his designated agents are directed, when applicable, to proceed with pre-suit negotiations as set out in Section 73.015, Florida Statutes, including, without limitation, providing required notice to landowners and to business owners; providing written offers, based on approved appraisals, to landowners; and engaging in good faith negotiations which may result in settlement agreements resolving issues of full compensation, which settlement agreements shall be subject to final approval by the Polk County Board of County Commissioners.

STATE OF FLORIDA
COUNTY OF POLK

I, STACY M. BUTTERFIELD, Clerk to the Board of County Commissioners of Polk County, Florida, do hereby certify that the above Resolution is a true and correct copy of a resolution adopted by said Board on the 2nd day of September, 2025.

STACY M. BUTTERFIELD
BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

BY:_____
Deputy Clerk

Exhibit “A”

NEW TRANSPORTATION CAPITAL IMPROVEMENT PROJECT

PROJECT NAME	TYPE OF PROJECT
Vaughn Road	Roadway Improvements

Polk County

Board of County Commissioners

Agenda Item R.32. 9/2/2025

SUBJECT

Approve Subordination Agreement between Polk Regional Water Cooperative and Polk County. (No fiscal impact)

DESCRIPTION

The Polk Regional Water Cooperative ("PRWC") has a project to address future water supply needs within Polk County. The project, known as the Southeast Wellfield and Water Production Facility Project, consists of the construction of a potable water facility, multiple supply wells and a regional transmission system. Part of the transmission system is proposed run along the west side of 10th Street in the Haines City area. To facilitate the improvements PRWC is acquiring easements along the proposed transmission corridor for the project including one such easement, identified as Parcel 12002-PE, located along the eastern boundary of a property located at the southwest corner of South Boulevard and 10th Street. Parcel 12002-PE is encumbered by a Sidewalk Easement in favor of Polk County which was recorded August 22, 2019 in Official Records Book 10948, at Pages 2007 through 2010, Public Records of Polk County, Florida. PRWC has requested a Subordination Agreement for that portion of the subject easement parcel encumbered by the Sidewalk Easement. Approving the Subordination Agreement will authorize the Chairman to execute the document and allow its recordation, which will allow PRWC to fully utilize the subject easement parcel for its project.

RECOMMENDATION

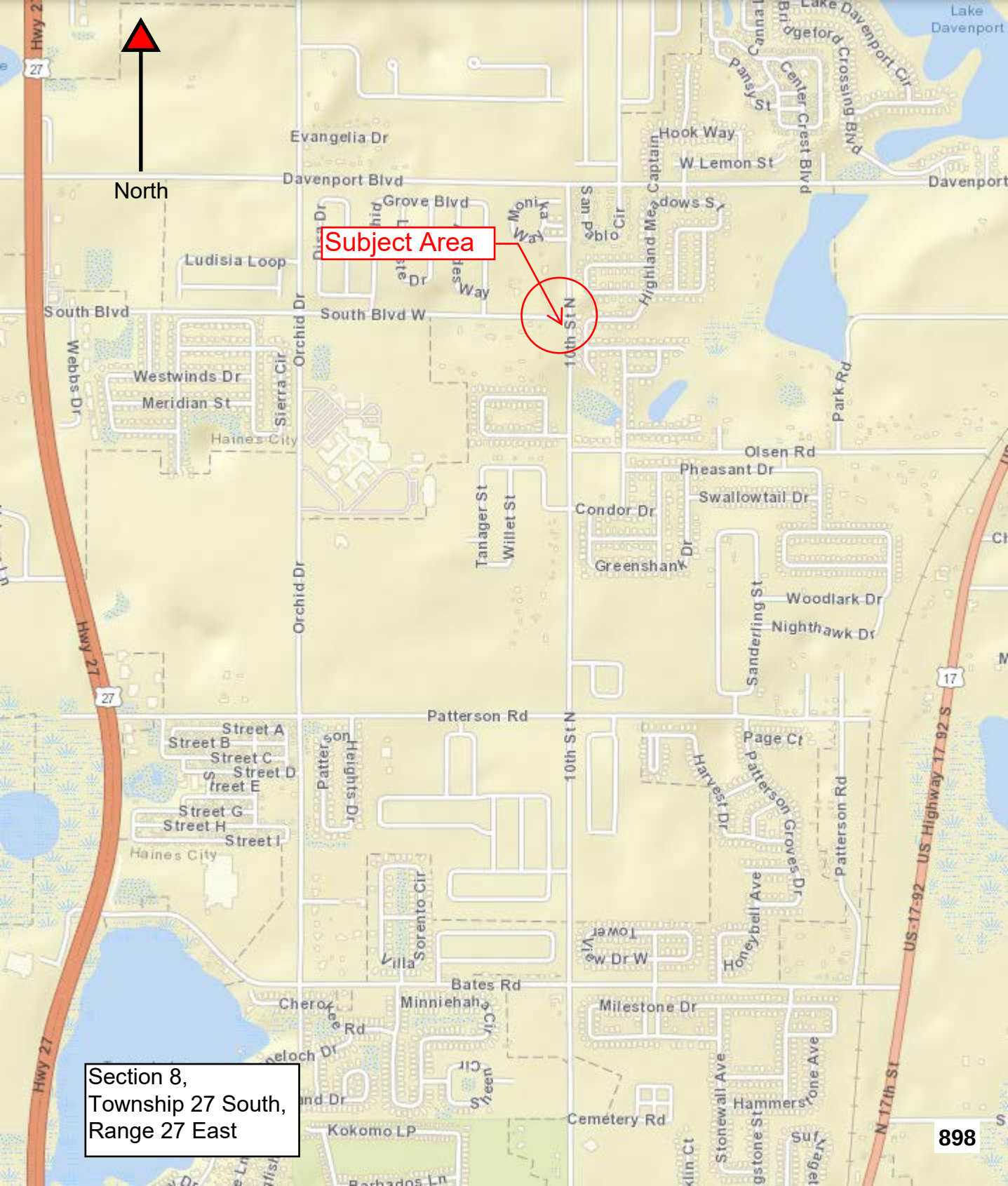
Request Board approve the aforementioned Subordination Agreement.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Subject Area
Section 8,
Township 27 South,
Range 27 East
898
Evangelia Dr
Davenport Blvd
Grove Blvd
Ludisia Loop
South Blvd
South Blvd W
Westwinds Dr
Meridian St
Haines City
Orchid Dr
Sierra Cir
Webbs Dr
10th St N
Hook Way
W Lemon St
Center Crest Blvd
Crossings Blvd
Lake Davenport
Davenport
Highland Meadows St
Park Rd
Olsen Rd
Pheasant Dr
Swallowtail Dr
Condor Dr
Greenshank Dr
Tanager St
Willet St
Sanderling St
Woodlark Dr
Nighthawk Dr
Patterson Rd
Page Ct
Harvest Dr
Patterson Groves Dr
Honeybell Ave
Milestone Dr
Bates Rd
Minniehaha Cir
Cheroe Rd
Kokomo LP
Cemetery Rd
Hammerstone Ave
Stonewall Ave
N 17th St
US Highway 17 92 S
US-17-92
Hwy 27
Hwy 27
Street A
Street B
Street C
Street D
Street E
Street G
Street H
Street I
Patterson Heights Dr
Villa Sorento Cir
Tower View Dr W
Lake Davenport Cir
Bridgeford Crossing Blvd
Pansy St
Captain Cannaday Dr
Monica Way
San Pablo Cir
Dr
Way


SOUTH BOULEVARD
PARCEL AND RIGHT-OF-WAY LINE
7' UTILITY EASEMENT
(O.R. 2861, PG. 1254)
OHW
25' SIDEWALK EASEMENT
(O.R. 10948, PG. 2007)
6' DISTRIBUTION EASEMENT
(O.R. 2891, PG. 1871)
12002-PE
23' PERMANENT EASEMENT
CONTAINING 2,319.95 SQUARE FEET,
MORE OR LESS
PLATTED
RIGHT-OF-WAY LINE
PARCEL ID 272708-727500-010245
JORGE CABRERA
(O.R. 11473, PG. 1115)
PORTION OF TRACT 24
FLORIDA DEVELOPMENT COMPANY TRACT
(P.B. 3, PG. 60-63)
7' UTILITY EASEMENT
(O.R. 2861, PG. 1254)
7' UTILITY EASEMENT
(O.R. 2861, PG. 1254)
PARCEL LINE
NORTH 10TH STREET
RIGHT-OF-WAY WIDTH VARIES
MHW

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
Prepared by: Melanea Hough

Parent Parcel I.D. Number: 272708-727500-010245

SUBORDINATION AGREEMENT

This Agreement entered into this _____ day of _____, 2025, by and between **POLK REGIONAL WATER COOPERATIVE**, a public agency and unit of special purpose government created pursuant to Chapter 189, Florida Statutes, Section 373.173, Florida Statutes, and an Interlocal Agreement with effective Date of June 1, 2016, whose address is P.O. Box 9005, Bartow, Florida 33831 (hereinafter "PRWC") and **POLK COUNTY,** a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Bartow, Florida 338319005, (hereinafter "COUNTY").

WITNESSETH

WHEREAS, the PRWC presently has an interest in certain lands (hereinafter the "Lands") that have been determined necessary for easements to accomplish their pipeline project (project); and

WHEREAS, the proposed use of these Lands for the project will require the subordination of the interest claimed in such Lands by the COUNTY to the PRWC; and

WHEREAS, at the request of the PRWC, the COUNTY has agreed to subordinate its interest in such Lands as described in **"ATTACHMENT A"** attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the COUNTY and the PRWC agree as follows:

The COUNTY hereby subordinates, to the interest of the PRWC, its successors or assigns, its interest in the Lands as the interest is described in the following:

Encumbrance	Date	From	Book/Page
Easement	11/06/2018	Thomas Embrey and Lena Embrey, husband and wife	10948/2007

PROVIDED that the COUNTY has the following rights:

1. The COUNTY shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate a pedestrian sidewalk (sidewalk) on, within, and upon the lands described herein. Any new construction or relocation of the sidewalk within the Lands described in attached "Attachment A" shall be subject to prior approval by the PRWC. Should the PRWC fail to approve any new construction or relocation of the sidewalk by the COUNTY or require the COUNTY to alter, adjust, or relocate its sidewalk located within the Lands described herein, the PRWC hereby agrees to pay the cost of such alteration, adjustment or relocation, including, but not limited to, the cost of acquiring appropriate replacement easements.

2. The COUNTY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in paragraph 1 above including the right to trim such trees, brush, and growth which might endanger or interfere with such sidewalk, provided that such rights do not in any way interfere with the operation and safety of the PRWC's facilities.

3. The COUNTY agrees to repair any damage to the PRWC facilities resulting from the COUNTY's use

   of the Lands described in attached Attachment "A".

4. The PRWC agrees to repair any damage to the COUNTY sidewalk resulting from the PRWC's use of the Lands described in attached Attachment "A".

IN WITNESS WHEREOF, the PRWC has caused these presents to be executed in its name by and through its authorized executive officer, on behalf of the Corporation, on the 13 day of AUGUST, 2025.

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida Law)

Witness

Kristina Stanfield
Printed Name

330 W. Church St. Bartow Fl.
Address

Witness

John Bohde
Printed Name

330. W. Church St, Bartow
Address

POLK REGIONAL WATER COOPERATIVE
P.O. BOX 9005
Bartow, FL 33831

By: _____
Eric DeHaven, Executive Director

STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 13 day of August, 2025, by **Eric DeHaven**, Executive Director for POLK REGIONAL WATER COOPERATIVE, a public agency. He is ☑ personally known to me or ☐ has produced _____ as identification.

(SEAL)

Notary Public State of Florida
Stacy Lynn Craver
My Commission HH 644108
Expires 2/24/2029

Stacy Lynn Craver
Notary Public, State of Florida

Stacy Lynn Craver
Printed Name

Commission Number and Expiration Date
HH 644108 2/24/2029

IN WITNESS WHEREOF, the COUNTY has caused these presents to be executed in its name through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the day of _____ , 2025.

ATTEST:
Stacy M. Butterfield Clerk to the Board

By: _____
Deputy Clerk

Polk County, Florida

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

This _____ day of _____, 2025.

Reviewed as to form and legality

_____
County Attorney's Office

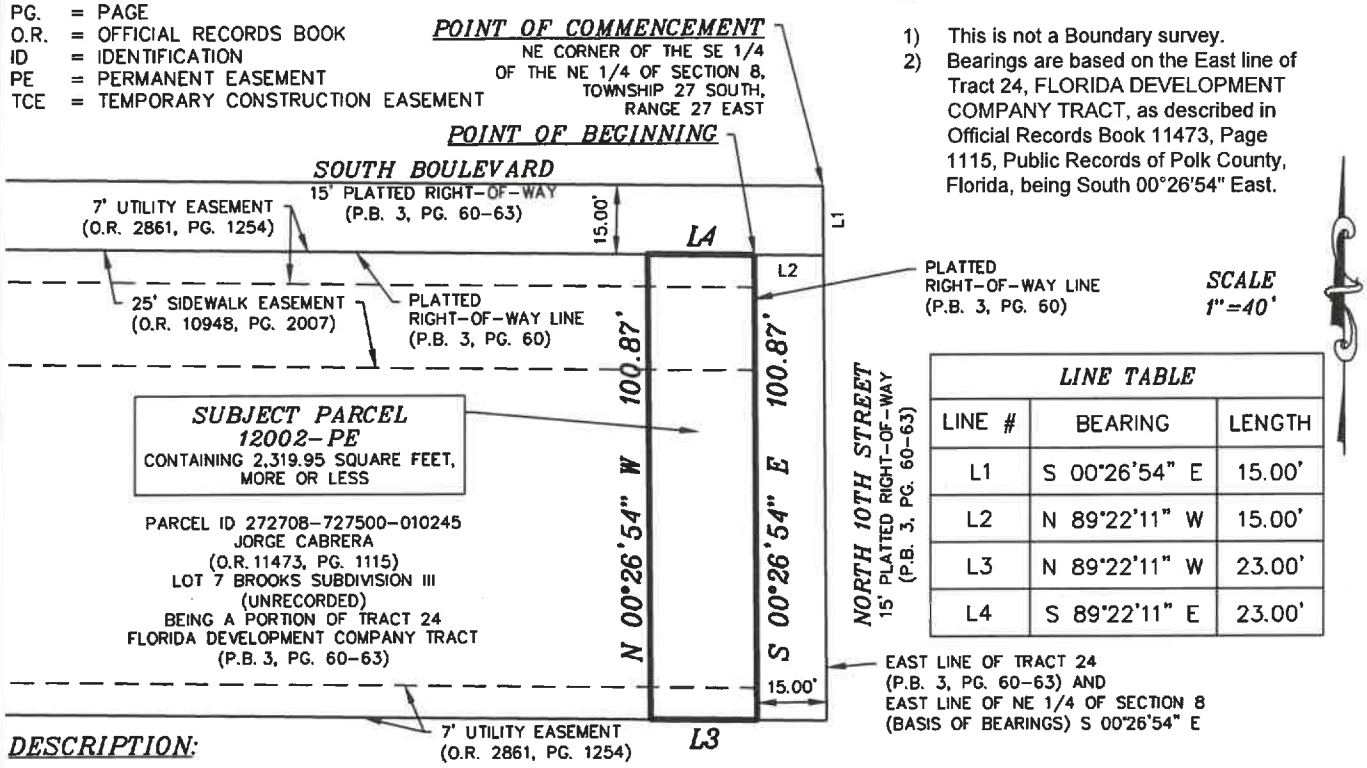
DESCRIPTION AND SKETCH
12002-PE

LEGEND:

P.B. = PLAT BOOK
PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
ID = IDENTIFICATION
PE = PERMANENT EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

NOTES:

1) This is not a Boundary survey.
2) Bearings are based on the East line of Tract 24, FLORIDA DEVELOPMENT COMPANY TRACT, as described in Official Records Book 11473, Page 1115, Public Records of Polk County, Florida, being South 00°26'54" East.



SCALE 1"=40'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°26'54" E	15.00'
L2	N 89°22'11" W	15.00'
L3	N 89°22'11" W	23.00'
L4	S 89°22'11" E	23.00'

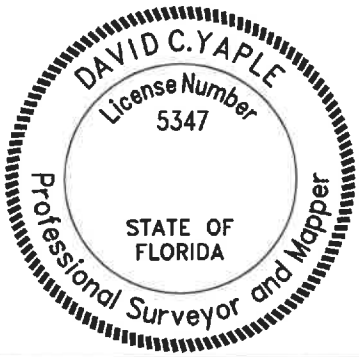
DESCRIPTION:

A parcel of land lying in the Southeast 1/4 of the Northeast 1/4 of Section 8, Township 27 South, Range 27 East, being a portion of Lot 7 Brooks Subdivision III, unrecorded, and a portion of Tract 24, FLORIDA DEVELOPMENT COMPANY TRACT, as recorded in Plat Book 3, Pages 60 through 63, and described in Official Records Book 11473, Page 1115 through 1116, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 8, thence South 00°26'54" East, along the East line of said Tract 24, a distance of 15.00 feet; thence North 89°22'11" West, 15.00 feet to the Northeast corner of said Lot 7 and the POINT OF BEGINNING; thence South 00°26'54" East, along the East line of said Lot 7, 100.87 feet to the Southeast corner of said Lot 7; thence North 89°22'11" West, along the South line of said Lot 7, 23.00 feet; thence North 00°26'54" West, 100.87 feet to the North line of said Lot 7; thence South 89°22'11" East, along said North line, 23.00 feet to the POINT OF BEGINNING. Said parcel containing 2,319.95 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



DAVID C. YAPLE, P.S.M.
FLORIDA REGISTRATION PSM 5347
DYAPLE@DCCM.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 1

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

CS PROJECT: 8825.03

12002-PE

DRAWN BY: S. CHILDS | FIELD BOOK: —— PAGE: —— | DATE: 08/27/2024

SHEET NO. V-01

C:\Users\DCYaple\Desktop\Chastain Skillman\Florida Easement reviews\Legals\882503-SCC-2024-09-16-10TH-ESMTS-ROCHESTER.dwg 12002-PE Sep 23, 2024 4:03pm by: dcyaple

Polk County

Board of County Commissioners

Agenda Item R.33. 9/2/2025

SUBJECT

Approve Lease Agreement between Polk County and the City of Bartow for the Bartow Fire Station. (No Fiscal Impact)

DESCRIPTION

Polk County ("County") and the City of Bartow ("City") are finalizing an Automatic Aid Agreement identifying areas in, and adjacent to, the municipal limits of Bartow for which each party will provide mutual fire rescue services as needed to serve the residents of those areas. In order to facilitate the City's service of certain unincorporated and municipal areas associated with the Agreement, the City has requested the use of a property and building owned by the County located at 2475 East Clower Street. The property contains a building measuring approximately 3,200 square feet along with a multiple bay structure for fire rescue vehicles. The facility is currently utilized by the County as an active/manned station but is better suited for City fire rescue operations based on aid agreement and the service areas outlined therein. A proposed Lease Agreement has been prepared for an initial term of 10 years with an option for two 5-year renewal terms. As part of the lease the County agrees to make certain improvements to the facility to accommodate the City's proposed use. The proposed lease also contains a provision that if the aid agreement is terminated the lease will automatically terminate. Approving the Lease Agreement will allow the City to utilize the property to facilitate its responsibilities under the aid agreement.

RECOMMENDATION

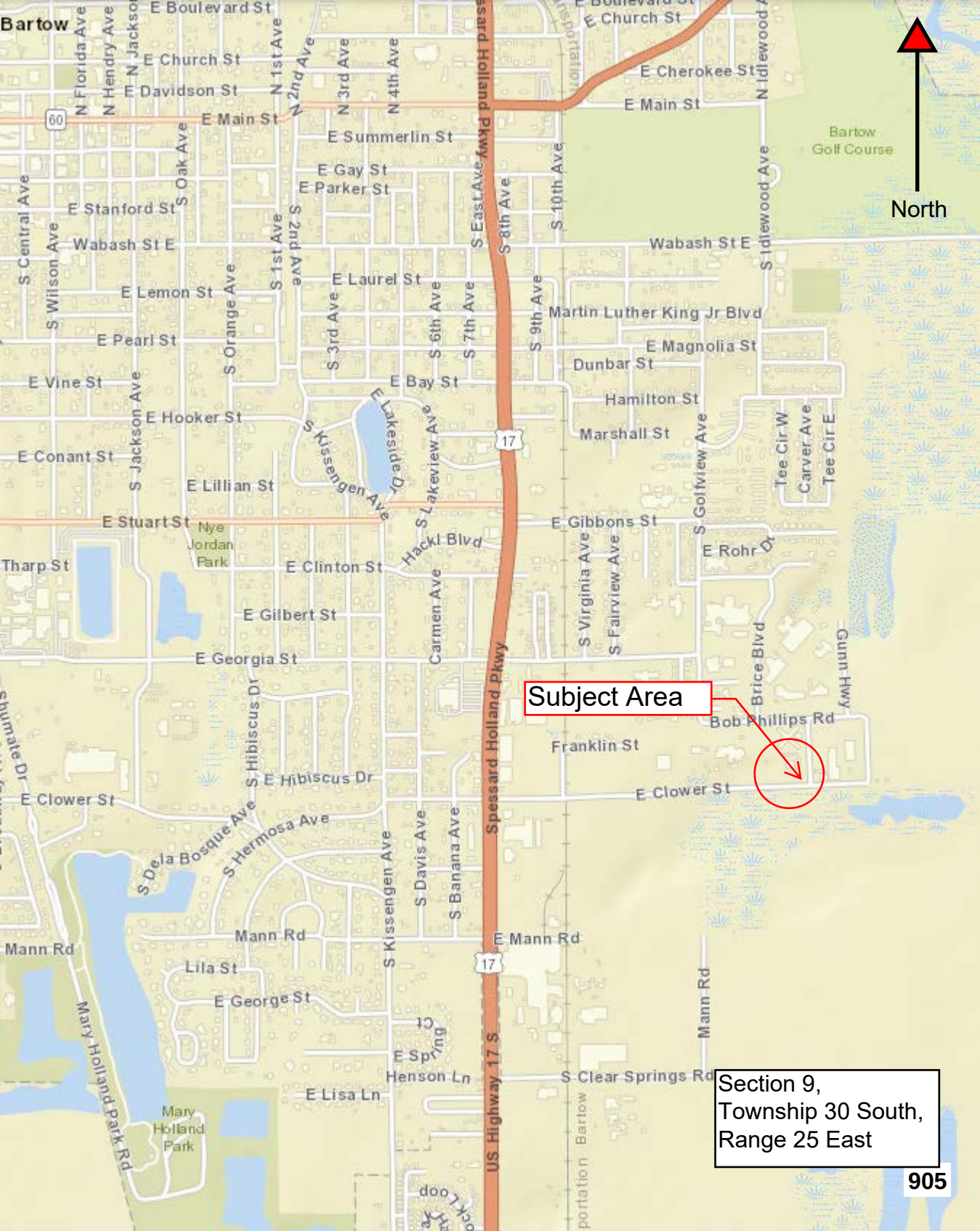
Request Board approve the aforementioned Lease Agreement with the City of Bartow.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


Subject Area
North
Section 9,
Township 30 South,
Range 25 East
905
Bartow
Bartow Golf Course
E Boulevard St
E Church St
E Davidson St
E Main St
E Summerlin St
E Gay St
E Parker St
E Stanford St
Wabash St E
E Lemon St
E Laurel St
E Pearl St
E Vine St
E Bay St
E Hooker St
E Conant St
E Lillian St
E Stuart St
Nye Jordan Park
Tharp St
E Clinton St
E Gilbert St
E Georgia St
E Clower St
E Hibiscus Dr
S Hermosa Ave
Mann Rd
E Mann Rd
Lila St
E George St
E Spring Henson Ln
E Lisa Ln
Mary Holland Park
Mary Holland Park Rd
Martin Luther King Jr Blvd
E Magnolia St
Dunbar St
Hamilton St
Marshall St
E Gibbons St
E Rohr Dr
Franklin St
Bob Phillips Rd
S Clear Springs Rd
Hackl Blvd
Spessard Holland Pkwy
US Highway 17 S
17
N Florida Ave
N Hendry Ave
N Jackson Ave
N 1st Ave
N 2nd Ave
N 3rd Ave
N 4th Ave
S Oak Ave
S Central Ave
S Wilson Ave
S Orange Ave
S 1st Ave
S 2nd Ave
S 3rd Ave
S 6th Ave
S 7th Ave
S 8th Ave
S 9th Ave
S 10th Ave
S East Ave
N Idlewood Ave
S Jackson Ave
S Lakeside Dr
S Lakeview Ave
S Kissengen Ave
Carmen Ave
S Davis Ave
S Banana Ave
S Virginia Ave
S Fairview Ave
S Golfview Ave
Tee Cir W
Carver Ave
Tee Cir E
Brice Blvd
Gunn Hwy
S De la Bosque Ave
S Hibiscus Dr
Mann Rd

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is entered into as of the Effective Date defined in Section 30, below, by and between **POLK COUNTY**, a political subdivision of the State of Florida (the "Landlord"), 330 West Church Street, Bartow, Florida 33830, and the **CITY OF BARTOW** a municipal corporation (the "Tenant"), 450 North Wilson Avenue, Bartow, Florida 33830.

R E C I T A L S

WHEREAS, the Landlord and Tenant intend to enter into a Mutual Aide Agreement setting forth the respective service areas associated with fire and rescue services; and

WHEREAS, the Landlord is the fee simple owner of certain real property located at 2475 East Clower Street, Bartow, Florida 33830 containing approximately 1.14-acres (the "Property") which contains a building currently being used by Polk County Fire Rescue containing approximately 3,156 square feet under roof along with a multiple bay structure for fire rescue vehicles (said building and bay structure hereinafter, collectively, referred to as the "Premises"), all as depicted on the aerial exhibit attached hereto as Exhibit "A"; and

WHEREAS, the Tenant has requested the use of the Property and Premises in order to facilitate the terms of the Mutual Aide Agreement and the Landlord has agreed to the request subject to the terms, conditions and exclusions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree, as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into this Agreement.

2. **LEASE.** Landlord hereby leases and rents to the Tenant the Property less and except those areas identified as "Excluded Areas" on Exhibit "A" (the Property sans the Excluded Areas shall hereinafter be referred to as the "Lease Property") and the Tenant hereby leases the Lease Property from Landlord, in accordance with the terms and conditions stated in this Agreement. The right of the Tenant to use and occupy the Lease Property under this Agreement shall include the right of exclusive use, in common with others entitled thereto, of the Property and Building common areas as the same may be determined by the Landlord.

3. **TERM.**

   a.) Initial Term. (the "Initial Term") of the Agreement shall commence on _____, 2025 (the "Commencement Date") and shall terminate _____, 2035 unless extended or sooner terminated in accordance with this Agreement. The Initial Term together with any exercised Renewal Term, is the "Term" of this Agreement.

b.) Renewal Terms(s). Provided the Tenant is not in default of this Agreement (or any other agreement with the Landlord), the Tenant and the Landlord may mutually agree to renew this Agreement for two (2) additional five (5) year periods (the "Renewal Term") by Tenant providing Landlord written notice of its request to renew (a "Renewal Notice") no later than ninety (90) days prior to the expiration of the Initial Term. The Renewal Term, if applicable, shall be in accordance with the terms and conditions stated in this Agreement.

c.) This Agreement shall automatically and immediately be deemed to be terminated if and when the Mutual Aide Agreement referenced here is terminated for any reason.

4. **RENT.** The term "Rent" as used in this Agreement shall mean Base Rent as defined in this Section 4, together with any and all other amounts that are payable from the Tenant to the Landlord pursuant to this Agreement.

   (a) Base Rent. The Tenant shall pay the Landlord an annual base rent of One and 00/100 Dollars ($1.00) for the use and occupancy of the Premises during the Term.

5. **UTILITIES.** The Tenant shall be responsible and pay when due all fees, deposits, charges or other assessments for all utilities that service the Lease Property.

6. **USE OF PREMISES.** The Tenant shall use the Lease Property to facilitate municipal fire rescue service operations. The Tenant shall use and conduct its operations within the Lease Property in accordance with all applicable federal, state and local laws, statutes, regulations, and ordinances.

7. **LANDLORD ACCESS TO PREMISES/PROPERTY.** The Landlord shall have unlimited and unfettered access to the Premises and the Property without notice to access the parking areas, parking bays and the outbuilding identified as Excluded Areas in Paragraph 2 as well as to access, operate, maintain, repair and/or replace its data and other electronic equipment located within the "Electronics Room" as depicted on the Floor Plan attached hereto as Exhibit "B" and its data, fiber, communications equipment and lines which are within, and travers, the Property

8. **SIGNAGE.** The Tenant, at its sole cost and expense, shall be permitted to erect and maintain such signage in, on and around the Premises (to include the Building) that the Tenant commonly utilizes to identify its fire rescue stations. Tenant shall be responsible for complying with all local laws and ordinances regarding its signage.

9. **ALTERATIONS AND IMPROVEMENTS.** The Landlord, at its own cost and expense, will make improvements to the interior of the building to accommodate the Tenant's use. Said improvement are listed on Exhibit "C". The Tenant shall not make or permit anyone to make any alterations, improvements, installations, or additions (any such act an "Alteration") in or to the Premises of any kind or nature

whatsoever without the prior express written consent of Landlord, which the Landlord may withhold in its discretion.

10. **MAINTENANCE AND REPAIR.**

(a) The Landlord, at its own cost and expense, shall maintain the canopy and the exterior of the building to include the exterior walls, roof, and foundation.

(b) Once the Landlord has completed the improvements stated in Paragraph 9 the Tenant, at its own cost and expense, shall maintain the interior of the building to include the mechanical, electrical, plumbing, and heating ventilating and air conditioning (HVAC) systems for the duration of the Term of this Agreement.

(c) The Tenant shall, at its own cost and expense, repair all physical damage to the Premises caused by the Tenant, its invitees, employees, or anyone under the Tenant's direction or control. In the event that any repairs or replacement costs are covered and paid for by Tenant's insurance, Tenant shall pay all deductibles and other sums not covered and paid for by such insurance policies.

(d) The Tenant shall, at its own cost and expense, keep the Lease Property and Premises safe, clean, well-maintained, and in good order and repair. The Tenant shall make all necessary and required repairs to the interior of the Building including, without limitation, painting, wall repairs, repair or replacement of worn or damaged floor covering, repair or replacement of plumbing and electrical fixtures as may be necessary from time to time due to normal usage, door and related hardware replacement, and the cleaning and replacement of ceiling tiles. The Tenant shall also maintain and make all required repairs to the fencing and gates located on the Lease Property and Premises. The Tenant shall be responsible for the removal of all garbage, trash, rubbish or other refuse from the Lease Property and Premises.

(e) The Landlord shall provide pest control services to the Premises on no less than a quarterly basis.

(f) The Tenant shall provide all mowing and landscaping services required on the Lease Property and keep the Lease Property and Premises well maintained, clean, neat and free of unsightly objects at all times.

(g) The Tenant shall inspect, maintain, and repair all life safety systems including but not limited to fire alarms, fire extinguishers and range hood extinguishing systems.

(h) The Landlord shall not be liable to Tenant for any inconvenience suffered by Tenant, its assigns, contractors, successors, invitees, employees, licensees or others, or for any other loss or damage resulting from the Landlord's performance of any necessary maintenance or repairs to any portion of the Lease Property and Premises. Further, any resulting interruption or inconvenience shall not constitute a constructive or other eviction of the Tenant.

(i) The Landlord shall maintain the generator, fuel tank and related equipment located on the Lease Property and Premises.

11. **INSURANCE.** The Landlord and the Tenant are self-insured as permitted by Florida Statutes, section 768.28, for the purposes of addressing any claim, judgment or claims bill which each may respectively be liable to pay. To the extent that Tenant maintains additional insurance coverage through a private provider or a pooled trust, and that such coverage is available, Tenant shall include its leasehold interest in the Property on its schedule of covered interests in real property.

12. **DEFAULT.** If either party defaults in any of its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the party receives written notice of the default from the other party, then the other party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the party in material default, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If, however, the default is of a nature that it cannot be cured within such fifteen (15) day time period, an event of default shall not be deemed to have occurred provided the party in default commences a cure of the default within the fifteen (15) day time period and thereafter diligently and continuously works to cure the default.

13. **LIABILITY LIMIT. IN NO EVENT, SHALL THE EITHER PARTY BE LIABLE TO THE OTHER 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 AGREEMENT BY THE OTHER PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

14. **ATTORNEYS' FEES AND COSTS.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.

15. **DAMAGE OR DESTRUCTION.** If the Premises is wholly destroyed by fire or by other casualty then this Agreement shall immediately terminate. If the Premises

is partially damaged or destroyed so as to render the Premises unusable to the Tenant for a time period that will exceed thirty (30) days, then either party may terminate the Agreement by giving written notice to the other party.

16. **EMINENT DOMAIN.** If the whole of the Premises, or such portion thereof as will make the Premises unusable to the Tenant for its intended purpose, is condemned or taken by any legally constituted authority for any public use or purpose, then upon either of these events, this Agreement shall terminate and the Term shall cease on the date when possession of the Premises is taken by the condemning authorities. If a portion of Premises is taken, but not an amount that would make the Premises unusable to the Tenant for its intended purpose, then this Agreement shall continue in full force and effect.

17. **ASSIGNMENT.** The Tenant shall not assign this Agreement or any interest therein; or sublease the Premises or any portion thereof without the Landlord's prior written consent, which the Landlord may withhold in its discretion.

18. **HAZARDOUS MATERIALS.** The Landlord represents and warrants to the Tenant that, to its actual knowledge, there are no Hazardous Materials present in, on, about, or under the Property, other than Hazardous Material in such quantities as may be required for normal day-to-day business operations, which are maintained in full compliance with all applicable laws. The Tenant shall not generate, store, treat, dispose of, install or otherwise cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property or Premises by the Tenant, its guests, employees, contractors, or invitees, other than Hazardous Material in such quantities as may be required for normal day-to-day business operations, which are maintained in full compliance with all applicable laws. The term "Hazardous Materials" is defined to include, but not be limited, to any and all substances, materials, wastes, pollutants, elements or compounds in such quantities as to be classified as hazardous, toxic, dangerous or capable of posing a risk of injury to health, safety, or property by any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree.

19. **SURRENDER.** Upon the expiration of the Term, the Tenant shall immediately surrender the Premises to the Landlord broom clean and in the same condition as existed on the Commencement Date, ordinary wear and tear excepted, with the Tenant having removed all its personalty from the Premises.

20. **NOTICE.** All notices under this Agreement shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, or (3) via nationally recognized overnight delivery service, prepaid, when sent to the following:

If to the Tenant: City of Bartow

Attention: City Manager

450 North Wilson Avenue

Bartow, Florida 33830

If to the Landlord: Polk County

Attention: Real Estate Services Director

P.O. Box 9005, Drawer RE-01

Bartow, Florida 33831

Notices shall be effective when received at the addresses specified above. A party may from time to time change the address to which its notice is to be directed by delivering written notice to the other in accordance with this Section 19. Any communications between the parties that are not required by this Agreement may be sent via U. S. first-class mail, postage prepaid, at the addresses designated above, or as may otherwise be agreed between the parties.

21. **QUIET USE AND ENJOYMENT.** As long as the Tenant fully complies with the terms, conditions and covenants of this Agreement, the Landlord agrees that the Tenant shall and may peaceably have, hold and enjoy the Lease Property during the Term.

22. **BROKERS.** Landlord and Tenant represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Agreement and that no third party is due a commission, fee, or any other payment in association with the lease of the Lease Property to the Tenant. Each party shall be responsible to pay any claims made by anyone for any compensation, commissions, and charges claimed by any broker or agent with whom such party may have dealt with respect to this Agreement or the negotiations thereof.

23. **RELATIONSHIP.** This Agreement creates a landlord-tenant relationship between the parties. Nothing in this Agreement shall be deemed or construed as creating any other relationship between the parties.

24. **WAIVER.** The failure of a party to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with the written consent of each party. Any such waiver by the parties in one instance shall not constitute a waiver of any subsequent similar condition, circumstance or default, unless specifically stated in the written consent.

25. **SEVERABILITY.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the

application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Landlord and Tenant shall 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 void.

26. **MODIFICATION.** This Agreement may only be modified by a written amendment properly executed by the parties.

27. **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 lease of the above-described property, whether written or oral.

28. RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

29. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

30. **GOVERNING LAW; VENUE.** This Agreement shall be governed and interpreted under the laws of the State of Florida. Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be in or for the Tenth Judicial Circuit, Polk County, Florida.

31. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date that the later of the two parties executes this Agreement.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

CITY OF BARTOW, a municipal corporation

ATTEST:

By: _____ By: _____
Print Name Title

Date: _____ Date: _____

Approved as to form and legal sufficiency:

_____
City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
County Attorney's Office

POLK COUNTY,
a political subdivision of the State of Florida

By: _____
T.R. Wilson, Chairman

Date: _____

Exhibit “A”

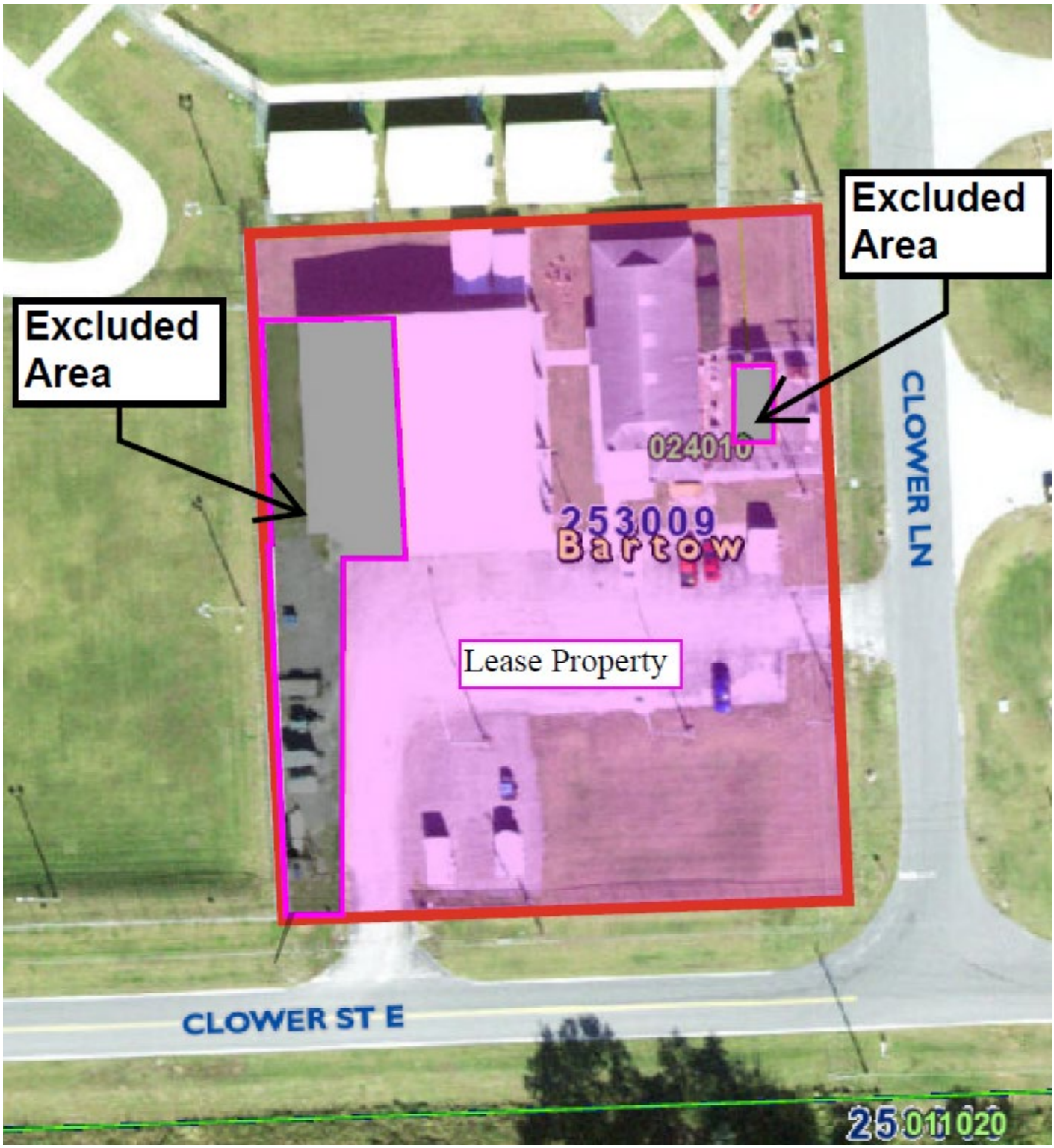

Excluded Area
Excluded Area
CLOWER LN
024010
253009
Bartow
Lease Property
CLOWER ST E
25 011 020

Exhibit “B”

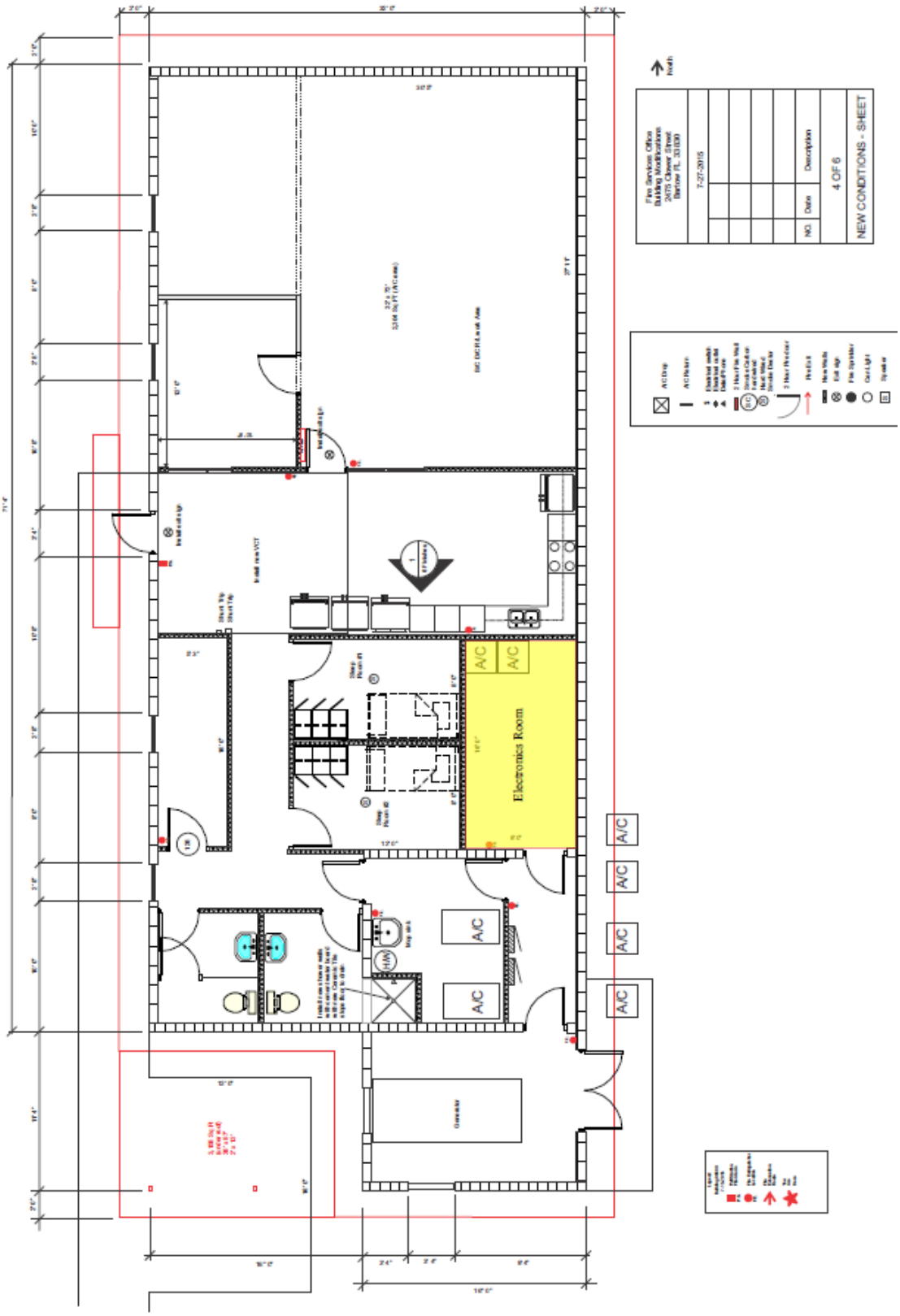

Electronics Room
A/C
NEW CONDITIONS - SHEET
4 OF 6
7-27-2015
Description
Date
NO.

Exhibit “C”

1	**General Contractor Budget Cost include a complete renovation as follows:**	**Cost**
2	**Demolition:**	
	Walls per plans	
	Bathroom Walls and cut floors for shower drains	
	Demo all ceilings	
	Demo all ceramic walls and floor tiles in restrooms	
	Demo kitchen cabinets and appliances	
	Demo all restrooms, kitchen and plumbing fixtures and accessories	
	Demo all electrical and data outlets and light fixtures	
	Demo all door hardware	
	Provide Dumpster and Portilet & Final Cleaning	
3	**New Work:**	
	Provide new walls per floor plan.	
	Patch all holes in walls	
	Skim walls, prep and paint all walls and doors	
	Paint walls, doors and frames	
	Provide new ceramic walls and flooring in restrooms	
	Install owner furnished kitchen cabinets	
	Provide new fiberglass shower units in bathrooms	
	Provide new water lines, cut floor and install drains in bathrooms	
	Provide all ceramic tile on walls, and floors in bathrooms	
	Provide and install cabinets with hardware	
	Provide corian counter tops with sinks and faucets	
	Provide new 2'x 2' ceiling grid system	
	Provide new R-30 insulation	
	Provide all new door hardware	
	Convert one bedroom into office	
	Provide new lockers in bedroom	
	Provide (3) new refrigerators, 36" range & microwave	
4	**Provide HVAC (Ducts and Grills)**	
5	**Provide Electrical:**	
	*Provide new Data outlet boxes	
	*Provide new electrical outlets and circuiting	
	*Provide new **LED** Can light fixtures (4")	
	Data cost by owner	
	Sub-total=	
6	**Flooring System by Duffy & Lee:**	
	Demo old flooring system except for ceramic wall and flooring tile systems	
	Provide new LVT (Heavy LVT as used in the Fire Stations)	
7	**Sub-Total**	
8	**Construction Allowance 5%**	
9	**Grand Total=**	

Agenda Item R.34. 9/2/2025

SUBJECT

Accept an instrument for additional right-of-way along Buckeye Loop 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 right-of-way adjacent to the subject site up to current road classification standards. The owner has executed and delivered an instrument to Polk County for the additional right-of-way.

Accepting the following instrument will give the County the right-of-way needed to upgrade the existing right-of-way to meet current road classification standards.

1. Quit Claim Deed from Broco Winter Haven Investments, LLC, a Georgia limited liability company, for additional right-of-way along Buckeye Loop Road, in conjunction with a proposed commercial development. The subject right-of-way lies in Section 27, Township 28 South, Range 26 East.

RECOMMENDATION

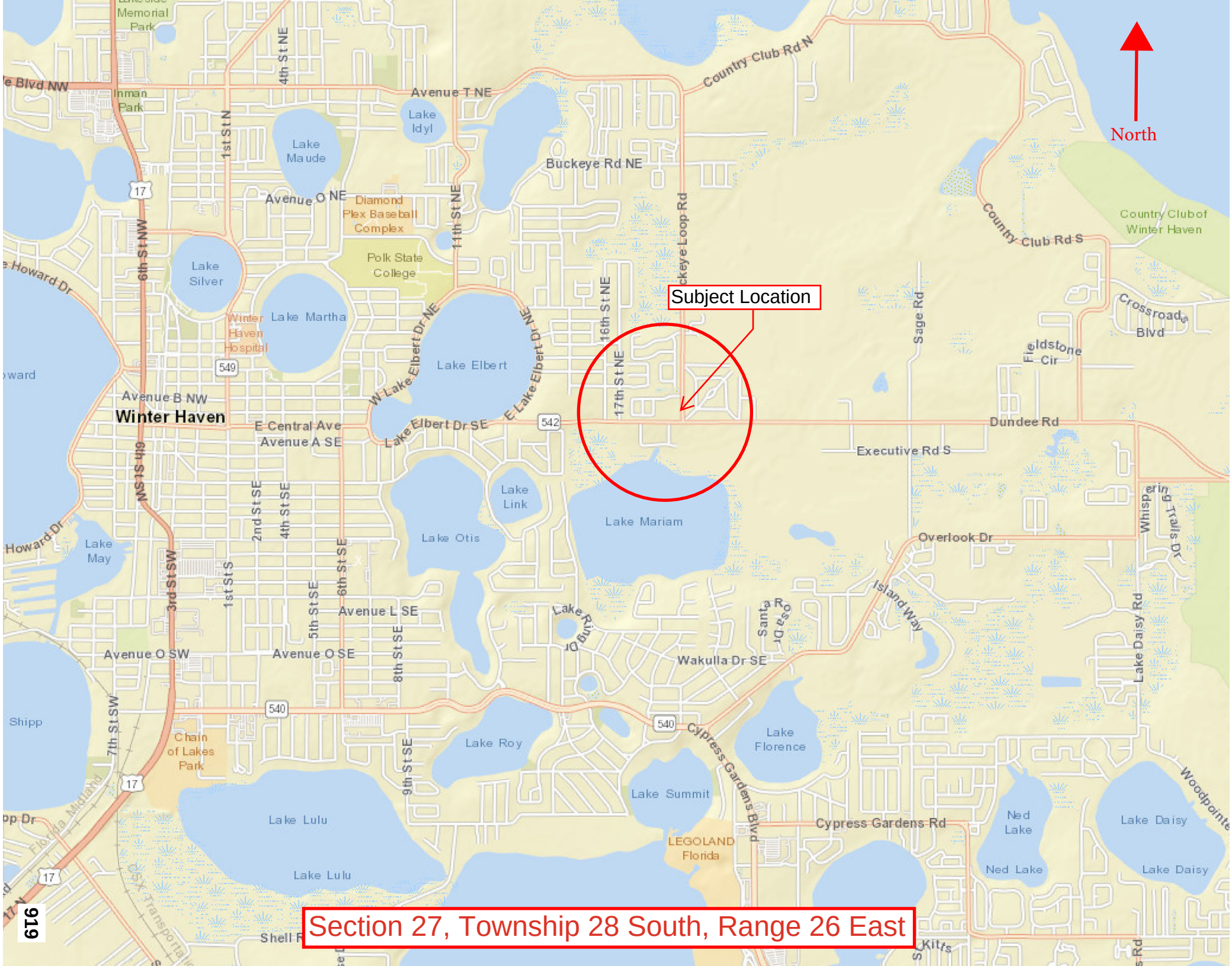
Request Board accept the afore-mentioned Quit Claim Deed.

FISCAL IMPACT

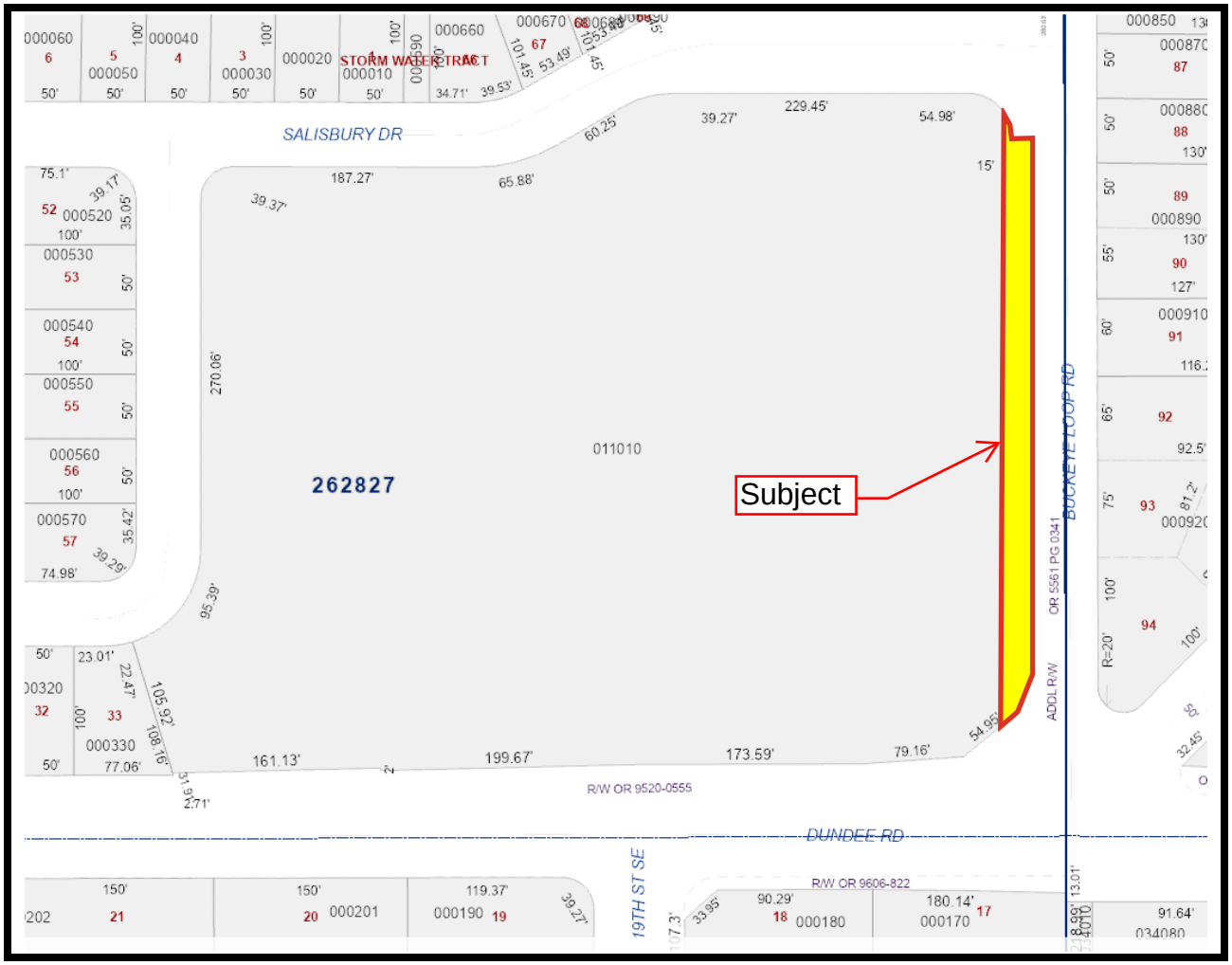
No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


Subject Location
North
Section 27, Township 28 South, Range 26 East
Winter Haven
Lake Elbert
Lake Mariam
Lake Otis
Lake Link
Lake Roy
Lake Summit
Lake Lulu
Lake Florence
Lake Silver
Lake Maude
Lake Idyl
Lake May
Lake Daisy
Ned Lake
Shipp
Inman Park
Memorial Park
Polk State College
Diamond Plex Baseball Complex
Winter Haven Hospital
Chain of Lakes Park
LEGOLAND Florida
Country Club of Winter Haven
Avenue T NE
Buckeye Rd NE
Country Club Rd N
Country Club Rd S
Dundee Rd
Executive Rd S
Lake Elbert Dr SE
W Lake Elbert Dr NE
E Lake Elbert Dr NE
Avenue B NW
E Central Ave
Avenue A SE
Avenue O NE
Avenue O SW
Avenue O SE
Avenue L SE
Overlook Dr
Island Way
Wakulla Dr SE
Cypress Gardens Blvd
Cypress Gardens Rd
Lake Daisy Rd
Howard Dr
Sage Rd
Crossroads Blvd
Fieldstone Cir
Whispering Trails Dr
Woodpointe
1st St N
4th St NE
6th St NW
11th St NE
16th St NE
17th St NE
1st St S
2nd St SE
4th St SE
5th St SE
6th St SE
8th St SE
9th St SE
3rd St SW
7th St SW
6th St SW
17
549
542
540
919

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 26 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: Buckeye Loop Road R/W

Parent Parcel ID No.: 262827-000000-011010

QUIT CLAIM DEED

THIS INDENTURE, made this 12TH day of AUGUST, 2025, between **BROCO WINTER HAVEN INVESTMENTS, LLC,** a Georgia limited liability company f/k/a **Flagship Winter Haven Investments, LLC**, a Georgia limited liability company, whose address is 3456 Hardee Avenue, Chamblee, Georgia 30341, 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)

K Fitzpatrick
Witness #1

Kim Fitzpatrick
Print Name

3456 Hardee Ave
Address Atlanta, GA 30341

Witness #2

K. McSweeney
Print Name

3456 Hardee Ave, Atlanta GA 30341
Address

BROCO WINTER HAVEN INVESTMENTS, LLC, a Georgia limited liability company f/k/a Flagship Winter Haven Investments, LLC, a Georgia limited liability company

By: _____
William Mixon, Managing Member

STATE OF Georgia

COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of August, 2025, by William Mixon, as Managing Member of BroCo Winter Haven Investments, LLC, a Georgia limited liability company f/k/a Flagship Winter Haven Investments, LLC, a Georgia limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

RITA ANN HARDEN
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES
JUE 27, 2029

Rita Ann Harden
Notary Public

RITA ANN HARDEN
Printed Name of Notary

6/27/2029
Commission Number and Expiration Date

SKETCH OF DESCRIPTION

SHEET 1 OF 2

Exhibit "A" - Sheet 1 of 2

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; RUN THENCE S89°44'40"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 25.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF BUCKEYE LOOP ROAD; THENCE S00°06'13"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 802.32 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SALISBURY DRIVE PER THE PLAT OF DUNDEE STATION, AS RECORDED IN PLAT BOOK 143, PAGES 45 AND 46, PUBLIC RECORDS OF POLK COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE CONTINUE S00°06'13"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 414.44 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 542 (DUNDEE ROAD); THENCE S19°07'26"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.08 FEET; THENCE S50°49'33"W, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 13.00 FEET TO A POINT ON A LINE LYING 20.00 FEET WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF BUCKEYE LOOP ROAD; THENCE N00°06'13"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 469.06 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF SALISBURY DRIVE, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 35.00 FEET, A CHORD BEARING OF S15°36'13"E AND A CHORD DISTANCE OF 18.71 FEET; RUN THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°00'20" A DISTANCE OF 18.94 FEET; THENCE N89°53'47"E A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 8,820 SQUARE FEET OR 0.2025 ACRES MORE OR LESS.

JAMES DENNIS BRAY
License Number
PSM6507
STATE OF
FLORIDA
Professional Surveyor and Mapper

JOB #906506
CF # PLK-27-28-26 PARCEL B-SOD
DATE: 7/24/2025
SCALE: 1" = 100'
DRAWN BY: GLT

CERTIFIED TO:

PURSUIT DEVELOPMENT

LEGEND

℄	- CENTERLINE
CM	- CONCRETE MONUMENT
Δ	- CENTRAL ANGLE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
ESMT	- EASEMENT
FND	- FOUND
INST	- INSTRUMENT NUMBER
L	- ARC LENGTH
(M)	- MEASURED
N&D	- NAIL AND DISK
ORB	- OFFICIAL RECORDS BOOK
(P)	- PLAT
PB	- PLAT BOOK
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT
#	- NUMBER

REVISIONS

GENERAL NOTES:

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED WEST R/W LINE OF BUCKEYE LOOP ROAD, BEING: S00°06'13"E.

2. THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR ANY DEDICATIONS, LIMITATIONS, RESTRICTIONS OR EASEMENTS OTHER THAN SHOWN HEREON.

3. THIS SKETCH OF DESCRIPTION HAS BEEN MADE FOR THE EXCLUSIVE USE OF THE ENTITIES PREPARED FOR HEREON AND DOES NOT EXTEND TO ANY UNNAMED PARTIES.

4. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.

5. THIS SKETCH OF DESCRIPTION IS "NOT VALID" WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER, UNLESS PROVIDED WITH ELECTRONIC SIGNATURE. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SIGNING PROFESSIONAL SURVEYOR AND MAPPER ON THE DATE OF THE ELECTRONIC SIGNATURE.

Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com
James@altamaxsurveying.com

Digitally signed by James D Bray
DN: cn=James D Bray c=US o=Unaffiliated
Reason: I am the author of this document
Location:
Date: 2025-07-24 15:30-04:00

James D. Bray PSM 6507

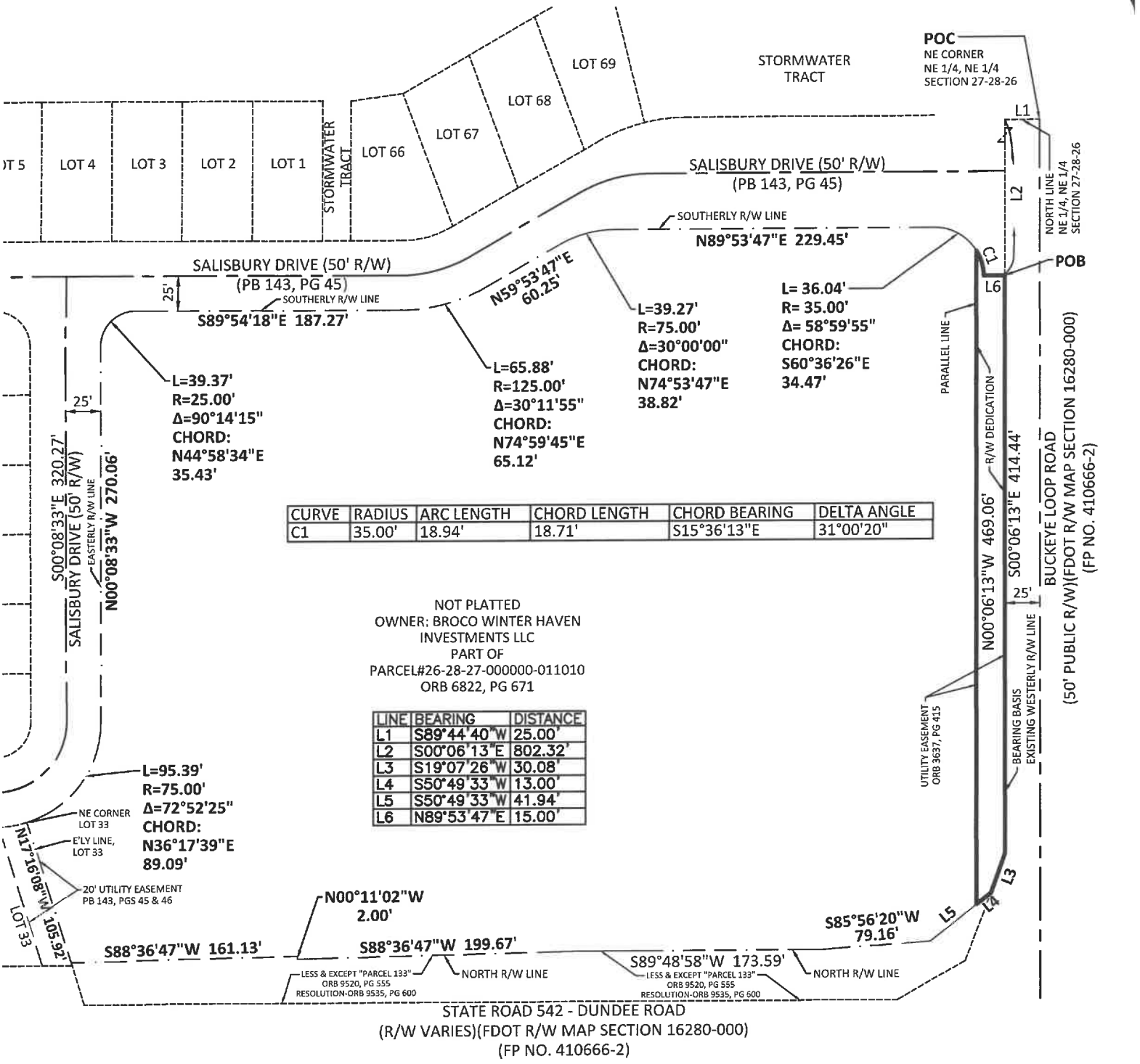
SITE ADDRESS:

UNASSIGNED SALISBURY DRIVE
WINTER HAVEN, FL

SKETCH OF DESCRIPTION

SHEET 2 OF 2

Exhibit "A" - Sheet 2 of 2



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	35.00'	18.94'	18.71'	S15°36'13"E	31°00'20"

LINE	BEARING	DISTANCE
L1	S89°44'40"W	25.00'
L2	S00°06'13"E	802.32'
L3	S19°07'26"W	30.08'
L4	S50°49'33"W	13.00'
L5	S50°49'33"W	41.94'
L6	N89°53'47"E	15.00'

Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

N
W E
S

GRAPHIC SCALE

0 100 200

1 INCH = 100 FEET

Polk County

Board of County Commissioners

Agenda Item R.35. 9/2/2025

SUBJECT

Authorize the conveyance of the County's interest in Parcel ID Number 283218-000000-044010 to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and adopt a resolution authorizing the conveyance. (No fiscal impact)

DESCRIPTION

The County acquired a fee interest in Parcel ID Number 283218-000000-044010 through a Warranty Deed dated April 30, 1982, which was subsequently recorded in Official Records Book 2082 at Page 443. The parcel is a vacant, rectangular-shaped parcel, containing approximately 1.5-acres, located along the east side of US Highway 27 south of Frostproof. The parcel previously contained a water well the use of which has been discontinued by the County. The well has been closed (abandoned) through the appropriate regulatory authority and the property is no longer needed by the County. Due to its size and location the property is not a buildable parcel and as such is only of use and benefit to the adjacent property owner. The subject parcel lies adjacent to, and is surrounded by, large tracts of land owned by the State of Florida which are managed by the Florida Fish and Wildlife Conservation Commission ("FWC"). County staff contacted FWC to determine if it had any interest in the property. After a review FWC determined that it was interested in the parcel to incorporate into its holdings and a portion of the subject site is currently utilized by FWC as one of the access points to its properties from US Highway 27. Authorizing the conveyance of the parcel to the State will allow FWC to utilize the property in conjunction with its conservation initiatives and will remove the property from the County Land Inventory and allow the County to cease any maintenance activities associated with the property. The subject parcel is being transferred in "as is" condition and the conveyance of the property will be by County Deed.

RECOMMENDATION

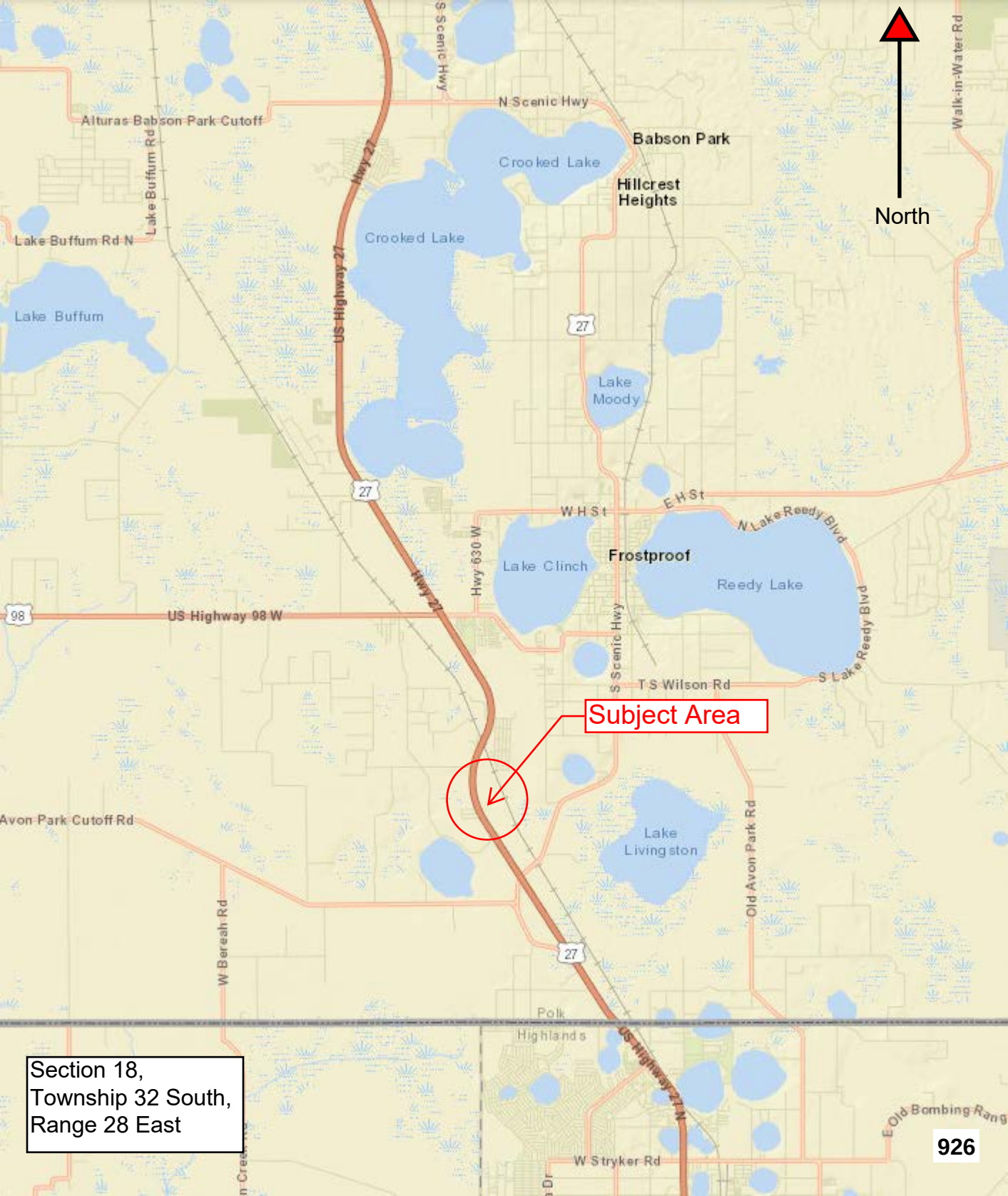
Request Board authorize the conveyance of the County's interest, including any that may otherwise be reserved by Florida Statutes, in the above-mentioned parcel by County Deed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and adopt a resolution authorizing the conveyance of the property and authorizing the Real Estate Services Director to execute closing documents.

FISCAL IMPACT

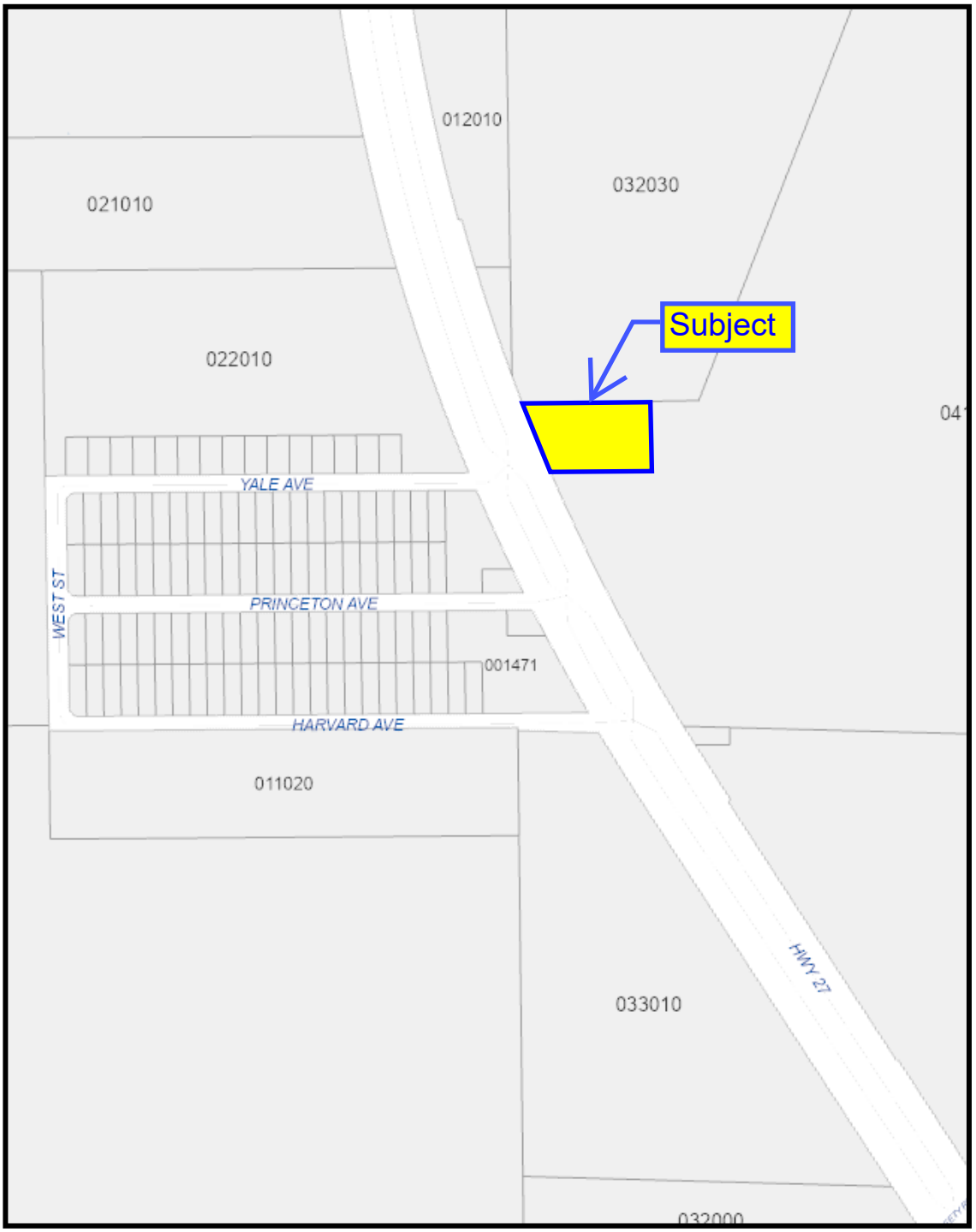
No fiscal impact.

CONTACT INFORMATION

R. Wade Allen, Director
Real Estate Services
863-534-2577


North
Subject Area
Section 18,
Township 32 South,
Range 28 East
926
Alturas Babson Park Cutoff
Lake Buffum Rd
Lake Buffum Rd N
Lake Buffum
N Scenic Hwy
Babson Park
Crooked Lake
Hillcrest
Heights
Crooked Lake
US Highway 27
Hwy 27
27
Lake
Moody
W H St
E H St
N Lake Reedy Blvd
Hwy 630 W
Lake Clinch
Frostproof
Reedy Lake
98
US Highway 98 W
S Scenic Hwy
T S Wilson Rd
S Lake Reedy Blvd
Avon Park Cutoff Rd
W Bereah Rd
Lake
Livingston
Old Avon Park Rd
Polk
Highlands
US Highway 27 N
W Stryker Rd
E Old Bombing Rang
Walk-in-Water Rd

SECTION 18, TOWNSHIP 32 SOUTH, RANGE 28 EAST



RESOLUTION NO. 2025-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, POLK COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF CERTAIN COUNTY REAL PROPERTY PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

WHEREAS, pursuant to Florida Statutes 125.38, the Board of County Commissioners (the "Board") is authorized to sell and convey County property, not needed for County purposes, to the State, a municipality or other organization organized for the purposes of promoting community interest and welfare, upon such entity's application to the Board; and

WHEREAS, Polk County is the fee owner of a parcel of land identified as Parcel ID Number 283218-000000-044010, located in Section 18, Township 32 South, Range 28 East in Polk County, Florida (the "Property"); and

WHEREAS, the Property is no longer needed by the County and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TIITF"), which owns parcels of land lying adjacent to the Property, has requested that the County convey the Property to it for its use; and

WHEREAS, TIITF's use of the Property will serve the community interest and welfare; and

WHEREAS, Florida Statute Section 125.38 authorizes the Board to convey at private sale the Property to TIITF, whether nominal or otherwise, that the Board may fix, regardless of the actual value of the Property; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, IN REGULAR MEETING ASSEMBLED THIS 2ND DAY OF SEPTEMBER 2025:

1. The Board, having found that the subject property is not needed for County purposes and that it is requested by TIITF for a public use, and that it is in the best interest of the community that the property be sold to the applicant, hereby approves the private sale of the Property to TIITF.

2. The Chair is authorized, on behalf of the Board, to execute a County Deed transferring the Property to TIITF.

3. The Real Estate Services Director is authorized, on behalf of the Board, to execute documents necessary to affect the conveyance of the Property to TIITF with the exception of the County Deed as stated in Paragraph 2 above.

4. Due to the size, nature and location of the Property the Board finds that a nominal value of $0.00 is reasonable and shall be paid for the Property.

5. This resolution shall be effective upon adoption by the Board.

DATED this 2nd day of September, 2025.

ATTEST:
STACY M. BUTTERFIELD,
CLERK TO THE BOARD

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By: _____
T.R. Wilson, Chairman

Agenda Item R.36. 9/2/2025

SUBJECT

Approve a State-Funded Grant Agreement No. FPN: 445143-2-54-01 and resolution with the Florida Department of Transportation (FDOT) for the County Road 557 Widening Project. ($2,834,812.00 one-time revenue)

DESCRIPTION

On December 26, 2018, the Board Approved Professional Service Agreement #18-073 (Agreement) with Dewberry Engineers, Inc. to provide professional engineering services in connection with the CR 557 Widening Project. The notice to proceed for the CSA was January 9, 2019.

On April 2, 2021, Polk County entered into a State-Funded Grant Agreement (FPN: 445143-1-44-01) for the right-of-way acquisition phase of the CR 557 Widening Project with FDOT, wherein FDOT agreed to assist the right-of-way funding of the project with an additional $5,000,000.00.

The FDOT has agreed to fund the project with an additional $2,834,812.00 for County Road 557 Widening from US 17/92 St to I-4. They propose to enter into a State-Funded Grant Agreement (FPN: 445143-2-54-01/02) with the County to provide Construction funds in the amount of $2,834,812.00. The County will be responsible for any costs in excess of the State provided funds.

On November 5, 2024, the Board approved the State-Funded Grant Agreement with the Construction agreement needing to be fully executed by June 30, 2025. In order for the agreement to be fully executed, final design plans were required to be submitted to FDOT. However, the submittal of the final design plans has taken longer than originally expected because of plan changes initiated by the County which required additional time for the design consultant to complete.

Therefore, the FDOT has drafted a new State-Funded Grant Agreement with the Construction agreement needing to be fully executed by June 30, 2027. This will give the consultant sufficient time to complete all plan changes in the project.

RECOMMENDATION

Request Board authorize the Chairperson to execute the State-Funded Agreement No. FPN: 445143-2-54-01 with the FDOT and Resolution with the State-Funded Grant Agreement in the amount of $2,834,812.00 for the County Road 557 Widening Project.

FISCAL IMPACT

Funding in the amount of $2,834,812.00 is budgeted and available in the County Road 557 PHI Widening Project within the Roads and Drainage CIP

CONTACT INFORMATION

Klayton Fees, PE

Project Manager
Roads & Drainage
(863) 535-2281

Jay M. Jarvis, P.E., Director
Roads & Drainage Division
(863) 535-2200

Docusign Envelope ID: B69406CC-DC36-49B6-8003-1E6AEBEF1927

STATE-FUNDED GRANT AGREEMENT

FPN: 445143-2-54-01	Fund: CIGP/LF	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:Polk-17	Contract No:	Vendor No: F596000809027

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Polk County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

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 Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☒ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, 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 the pass-through CIGP funding and financial oversight for construction services on CR 557 which consist of widening a two-lane road to a four-lane road between US 17/92 and I-4, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into 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 the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2029. 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 Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **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 laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also 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 through mutual written agreement.

    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 an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. 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. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $64,000,000.00 (Sixty-Four Million Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $2,834,812.00 (Two Million, Eight Hundred Thrity-Four Thousand, Eight Hundred Twelve Dollars) and, additionally the Department's participation in the Project shall not exceed 4.43% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. 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"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. 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.

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 standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been 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. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred 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.

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.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred 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 deliverables and costs incurred 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), Florida Statutes, will be due and payable, in addition to the invoice amount, to the

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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 a 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 Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. 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.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. 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.

j. 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.

k. The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Recipient. See **Exhibit “B”** for funding levels by fiscal year. Project costs utilizing any 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.

l. 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."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the

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Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance 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.

8. 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.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. 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.

c. 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.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may 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 hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that 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. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and 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.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. 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

☐ shall not

maintain the improvements located on the Department right-of-way made 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.

12. State Single Audit: 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 state financial assistance or limit the authority of any state agency inspector general, the 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 Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance 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 state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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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, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. 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 does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the 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.

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, DFS or the 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, DFS or the 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.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. 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.

b. 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.

c. 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.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

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i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the 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 contractor and subcontractor during the contract term.

g. 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.

14. 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 the Department's or the Recipient's 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].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s 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 provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall 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.

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b. 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.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. 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.

e. 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.

f. 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.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ 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. ☐ 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.

e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

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g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: 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.

The remainder of this page intentionally left blank.

Docusign Envelope ID: B69406CC-DC36-49B6-8003-1E6AEBEF1927

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Polk County

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

DS
DC

By: _____

Name: _____

Docusign Envelope ID: B69406CC-DC36-49B6-8003-1E6AEBEF1927

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445143-2-54-01/02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Polk County (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: 6.236 Miles

PROJECT DESCRIPTION: CR 557 FROM US 17/92 TO I-4

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Polk County in connection with the the reconstruction and widening of CR 577 from US 17/92 to I-4 , approximately 32,926 feet. Associated safety and drainage improvments will also be addressed, as appropriate. The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. The roadway improvements to CR 577 will include widening from US 17/92 to I-4 from a two-lane to a four-lane facility. The general objective is for Polk County to provide contract administration, management services, construction engineering and inspection services and quality acceptance reviews of all work associated with the construction of the associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Reconstruct and/or widening from 2 lanes to 4 lanes CR 577.
2. Construct or Reconstruct, as appropriate, sideroad and driveway turnouts.
3. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
4. Provide structures, lighting, and siginalization design, as appropriate.
5. Provide signing and pavement markings to meet the latest MUTCD standards.
6. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
7. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall professionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
8. Assure all surveying and mapping products and services comply with pertinent Florida Statues and the Florida Administrative Code.
9. Identifying and obtaining any geotechinical investigation, analysis, and desgin dictated by the project needs.
10. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.
11. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
12. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional

Engineer, registered in the State of Florida

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) Construction agreement to be fully executed by: June 30, 2027
b) Construction to be completed by: June 30, 2029

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:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
Polk County 330 W Church Street, Bartow, FL 33830	445143-2-54-01|02

PHASE OF WORK By Fiscal Year:	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design – Phase 34				
FY: (Insert Program Name)	$	$	$	☐In-Kind ☐Cash
FY: (Insert Program Name)	$	$	$	☐In-Kind ☐Cash
FY: (Insert Program Name)	$	$	$	☐In-Kind ☐Cash
Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way – Phase 44				
FY: (Insert Program Name)	$	$	$	☐In-Kind ☐Cash
FY: (Insert Program Name)	$	$	$	☐In-Kind ☐Cash
FY: (Insert Program Name)	$	$	$	☐In-Kind ☐Cash
Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction – Phase 54				
FY: 2026 (CIGP)	$ 2,834,812.00	$ 0.00	$ 2,834,812.00	☐In-Kind ☐Cash
FY: 2026 (LF) (Sequence 01)	$ 58,000,000.00	$ 58,000,000.00	$ 0.00	☐In-Kind ☐Cash
FY: 2026 (LF) (Sequence 02)	$ 3,165,188.00	$ 3,165,188.00	$ 0.00	☐In-Kind ☐Cash
Total Design Cost	$ 64,000,000.00 100 %	$ 61,165,188.00 95.57 %	$ 2,834,812.00 4.43 %	
Construction Engineering and Inspection – Phase 64				
FY: (Insert Program Name)	$	$	$	☐In-Kind ☐Cash
FY: (Insert Program Name)	$	$	$	☐In-Kind ☐Cash
FY: (Insert Program Name)	$	$	$	☐In-Kind ☐Cash
Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase: _____)				
FY: (Insert Program Name)	$	$	$	☐In-Kind ☐Cash
FY: (Insert Program Name)	$	$	$	☐In-Kind ☐Cash
Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
TOTAL COST OF THE PROJECT	**$ 64,000,000.00**	**$ 61,165,188.00**	**$ 2,834,812.00**	

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.

Marquis Daymon
District Grant Manager Name

Marquis Daymon
Digitally signed by: Marquis Daymon
DN: CN = Marquis Daymon email = marquis.daymon@dot.state.fl.us C = US O = FLDOT OU = Program Coordinator
Date: 2025.07.02 14:05:06 -04'00'

Signature Date

Docusign Envelope ID: B69406CC-DC36-49B6-8003-1E6AEBEF1927

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and POLK COUNTY

PROJECT DESCRIPTION:The construction of CR 557 which consist of widening a two-lane road to a four-lane road between US 17/92 and I-4

FPID#: 445143-2-54-01|02

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

Docusign Envelope ID: B69406CC-DC36-49B6-8003-1E6AEBEF1927

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Docusign Envelope ID: B69406CC-DC36-49B6-8003-1E6AEBEF1927

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:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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.

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.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). 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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which 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 https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

Docusign Envelope ID: B69406CC-DC36-49B6-8003-1E6AEBEF1927

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $2,834,812.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

COUNTY OF POLK, STATE OF FLORIDA

RESOLUTION NO. 2025 -_____

State-Funded Grant Agreement (FPN: 445143-2-54-01) with the Florida Department of Transportation for the County Road 557 Widening Project.

A RESOLUTION OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE EXECUTION OF THAT CERTAIN STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Polk County Board of County Commissioners have the authority to enter into a State-Funded Grant Agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute § 339.08.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida that:

1. The State-Funded Grant Agreement with the Florida Department of Transportation for the County Road 557 Widening Project; and

2. The Chairperson of the Board of County Commissioners, or in his/her absence the Vice Chairperson, is hereby authorized to enter into, modify, or terminate the State-Funded Grant Agreement with the Florida Department of Transportation, unless specifically rescinded.

DULY ADOPTED this 2nd day of September, 2025.

ATTEST:
STACY M. BUTTERFIELD, CLERK

BOARD OF COUNTY COMMISSIONERS POLK COUNTY, FLORIDA

By: _____
Deputy Clerk

By: T.R. Wilson, Chairman

Date: _____

Reviewed as to form and legality:

By: _____
County Attorney's Office Date

POLK EXPENDITURE SUMMARY BY PROJECT

PARAMETERS	
LEDGER NAME	Polk County BoCC
PERIOD FROM	Oct-24
PERIOD TO	Jul-25
FUND FROM	11192
FUND TO	11192
COST CENTER FROM	All
COST CENTER TO	All
ACCOUNT FROM	All
ACCOUNT TO	All
PROJECT FROM	All
PROJECT TO	All
AREA	All
TBD	All

FLEXFIELD STRUCTURE	FUND	COST CENTER	ACCOUNT	PROJECT	ACCOUNT DESCRIPTION	BUDGET	ACTUALS	ENCUMBRANCES	BALANCE
11192.540559014.5666000.5400135.00.0000000	11192	540559014	5666000	5400135	Capital Expense-Program Budget	2,834,812.00	0.00	0.00	2,834,812.00
Project:	CR557 Widening (I4 to Old lake Alfred Road)					2,834,812.00	0.00	0.00	2,834,812.00
GRAND TOTAL:						2,834,812.00	0.00	0.00	2,834,812.00

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: (CHECK ONE)
Noah Milov
Heather Bryan ✓

FROM: Klayton Fees (863) 535-2281
(Name and Phone Number)

DATE: 7/23/25

RETURN TO: Klayton Fees, TR02

DIVISION: Roads & Drainage

BOARD AGENDA DATE: 8/5/25

COUNTY MANAGER ITEM: ☐

PROJECT: CR 557 Widening Project

CSA/CONTRACT NUMBER: 18-73

MODIFICATION NUMBER: _____

CHANGE ORDER NUMBER: _____

TYPE OF AGREEMENT: State-Funded Grant Agreement

NAME OF CONSULTANT/CONTRACTOR: Dewberry

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 conveniennce. THANK YOU.

Reviewed as to form and legal sufficiency:
County Attorney's Office
Heather Bryan 7/25/25

For CAO Use Only:

Assigned Staff: Heather
Log-In Date: JUL 25 2025
CAO Project Number: 2025-474
Log-Out Date: 7-25-25

Polk County

Board of County Commissioners

Agenda Item R.37. 9/2/2025

SUBJECT

Approve Amendment No. 1 to Professional Service Agreement 2023-056 with AECOM Technical Services, Inc., (Consultant) for the Northeast Polk County Minor Road Projects. ($263,804 one-time expense)

DESCRIPTION

The Board approved Professional Service Agreement No. 2023-056 with the Consultant on October 17, 2023, in the amount of $2,647,882. This agreement covers design services for two separate projects: (1) Holly Hill Road extension north to Florida Development Road, and improvements to Florida Development Road; and (2) improvements to Deen Still Road and Waverly Barn Road, and a new section of the North Ridge Trail to connect Deen Still Road to Waverly Barn Road. Design of these two projects is currently underway.

On July 1, 2025, the Board approved an Infrastructure Agreement with Eastgroup Properties, Inc. (Developer) to construct a section of North Ridge Trail. The Developer intends to use this section of North Ridge Trail to access their warehouse project. This section of North Ridge Trail is being redesigned by the County's Consultant to accommodate the truck traffic that will need to access the warehouse site. Section 5.3 of the Agreement requires that the Developer reimburse the County in the amount of $263,804 for the cost of the re-design of North Ridge Trail.

Amendment No. 1 to the Agreement is needed to reimburse the Consultant for additional design services associated with the re-design of North Ridge Trail to accommodate the new warehouse project. The details of the additional design services are described in Attachment A and include preparing a separate set of plans for the section of roadway that serves the warehouse project, increasing the turning radii to allow for truck movements, revising the access to the warehouse site to be directional only, and revising the proposed right-of-way to accommodate the new design. The Developer of the warehouse project will then be reimbursing the County for this expenditure.

RECOMMENDATION

Request Board approve Amendment No. 1 to Professional Service Agreement 2023-056 with AECOM Technical Services, Inc. in the amount of $263,804 to pay for the redesign of North Ridge Trail to accommodate the new warehouse project.

FISCAL IMPACT

Funds are budgeted in the Transportation Trust Fund. Developer will reimburse the County per the Infrastructure Agreement.

CONTACT INFORMATION

Douglas Gable, P.E.
Engineering Manager - Interim
Roads & Drainage Division
(863) 535-2285

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
(863) 535-2200

PROFESSIONAL SERVICE AGREEMENT
#2023-056
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 AECOM Technical Services, Inc. (the "Consultant"), a California corporation, headquartered at 300 South Grand Avenue, 9th Floor, Los Angeles, California 90071, whose Federal Employer Identification number is 95-2661922.

WITNESSETH:

WHEREAS, the County and Consultant entered into Professional Service Agreement 2023-056 dated October 17, 2023 (the "Agreement"), for the purpose of providing professional services in connection with the Northeast Polk County Minor Road Projects: Deen Still Rd, Florida Development Rd, Holly Hill Rd, Northridge Trail, and Waverly Barn Rd; and

WHEREAS, on July 1, 2025, the County entered into an infrastructure agreement with EASTGROUP PROPERTIES, INC. to construct a warehouse on a section of the North Ridge Trail Rd. The County now wishes to revise the scope of services to include design plans revision to incorporate the new construction on the North Ridge Trail Rd; 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.

4. The cost of the additional design services, which is more fully set forth and described in Attachment "A" to this Amendment #1, shall be a not-to-exceed amount of $263,804.00. Accordingly, the total agreement amount shall be increased from the original not-to-exceed amount of $2,647,882.00 to the new not-to-exceed amount of $2, 911,686.00.

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

THE REMAINDER OF 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

By: _____
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

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

Date Signed By County _____

Reviewed as to form and legal sufficiency:

_____ 8/6/2025
County Attorney's Office Date

AECOM Technical Services, Inc.
a California corporation

By: _____

JEFF BLAZOWSKI
PRINT NAME

VICE PRESIDENT
TITLE

Date: 8/12/2025

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Affidavit 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 JEFF BLAZOWSKI VICE 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.

AECOM TECHNICAL SERVICES, INC.
NONGOVERNMENTAL ENTITY

SIGNATURE

JEFF BLAZOWSKI
PRINT NAME

VICE PRESIDENT
TITLE

8/12/2025
DATE

ATTACHMENT A

SCOPE OF SERVICES

ENGINEERING DESIGN SERVICES

AMENDMENT 1

FOR

Northeast Polk County Minor Road Projects
Deen Still Road, Florida Development Road, Holly Hill Road, North Ridge Trail, and Waverly Barn Road

Purpose

Modifications to North Ridge Trail along with the intersection with Deen Still Road are needed to accommodate a commercial development in the NW quadrant of the intersection. Major work items that are needed for this improvement are outlined below.

Current North Ridge Trail Plans

Less out from Sta. 34+80 south to Deen Still Intersection

Includes updating quantities for roadway, S&M and signal plans

Remove Interim improvements to Deen Still.

New North Ridge Trail Plans

Develop a new set of plans for NRT from Deen Still to 34+80

Tie intersection improvements into existing Deen Still

Keep current alignment for NRT

Mark adjustments to roadway improvements to accommodate trucks in the corridor.

Set geometry to accommodate the 4 lane of Deen Still

No Signal Design

Provide Radii to accommodate trucks at intersection Deen Still / NRT

Drives from Development to NRT will be right out only (allow left in)

Current Deen Still 4 Lane Project

Update Turnout Radii to Accommodate 4 lane of Deen Still at NRT

Provide right of way needs for ultimate intersection (both quadrants)

Provide signal design with this project.

ROADWAY DESIGN PROJECT - AMENDMENT 1
Northeast Polk County Minor Road Projects
Deen Still, Florida Development, Holly Hill, North Ridge Trail, Waverly Barn

Task	Description	$260.00 P.M. (hrs)	$195.00 Sr. Eng. (hrs)	$150.00 Project Eng. (hrs)	$130.00 Engineer (hrs)	$150.00 Sr. Env. Sci. (hrs)	$122.00 Env. Sci. (hrs)	$160.00 Sr. Land. Arch.	$130.00 Landscape Arch. (hrs)	$160.00 Structural Tech (hrs)	$130.00 Sr. Tech. (hrs)	$103.00 Tech. (hrs)	$65.00 Clerical (hrs)	Total (hrs)	Total Task Cost
1	GENERAL TASKS	4	8	23	15	0	0	0	0	0	11	15	0	76	$10,975
2	ROADWAY ANALYSIS	17	33	116	33	0	0	0	0	0	50	66	17	332	$46,948
3	ROADWAY PLANS	24	73	120	144	0	0	0	0	0	72	48	0	481	$71,499
4	DRAINAGE ANALYSIS	11	21	63	63	10	0	0	0	0	21	11	11	211	$30,673
5	UTILITIES	5	13	21	13	0	0	0	0	0	0	0	0	52	$8,675
6	ENVIRONMENTAL PERMITS	3	0	8	0	10	22	0	0	0	5	3	3	54	$7,318
7	STRUCTURES	16	27	42	10	0	0	0	0	45	0	0	8	148	$24,745
8	SIGNING & MARKING / SIGNAL ANALYSIS	16	24	67	93	0	0	0	0	0	27	27	13	267	$38,116
9	SIGNING & MARKING / SIGNAL PLANS	10	18	36	40	0	0	0	0	0	27	45	0	176	$24,855
10	LIGHTING ANALYSIS	0	0	0	0	0	0	0	0	0	0	0	0	0	$0
11	LIGHTING PLANS	0	0	0	0	0	0	0	0	0	0	0	0	0	$0
12	LANDSCAPE ANALYSIS	0	0	0	0	0	0	0	0	0	0	0	0	0	$0
13	LANDSCAPE DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	$0
14	POST DESIGN SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0	$0
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0
TOTAL HOURS		106	217	496	411	20	22	0	0	45	213	215	52	1797	
TOTAL LABOR COST (AECOM)		$27,560	$42,315	$74,400	$53,430	$3,000	$2,684	$0	$0	$7,200	$27,690	$22,145	$3,380	$263,804	

General tasks include - Public Involvment, spec package, contract setup, and monthly project meetings

SUBTOTAL LABOR **$263,804**

DIRECT EXPENSES **$0**

SUB-CONSULTANTS

PROJECT TOTAL FOR AECOM AND SUB-CONSULTANTS **$263,804**

PROFESSIONAL SERVICE AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and AECOM Technical Services, Inc. (the "Consultant") a California corporation, headquartered at 300 South Grand Avenue, 9th Floor, Los Angeles, California whose Federal Employer Identification Number is 95-2661922.

WHEREAS, the County requires certain professional services in connection with the Northeast Polk County Minor Road Projects: Deen Still Rd, Florida Development Rd, Holly Hill Rd, North Ridge Trail, Waverly Barn Rd; and,

WHEREAS, the County has solicited for these services via RFP 23-319, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

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

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

1.0 **Effective Date; Term**

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

2.0 **Consultant Services**

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the County's Request for Proposal RFP # 23-319, to include all attachments and addenda, (ii) the Consultant's responsive proposal and (iii) Scope of Services thereto (collectively, (i), (ii), and (iii) are "RFP 23-319"), all of which are incorporated into this Agreement by this reference, attached 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 Consultant a not-to-exceed amount of $2,647,882.00 as stated in Exhibit "A-iii" Compensation, which is based on the Consultant's hourly rate schedule set forth in Exhibit "B", which is attached hereto and made a part of this Agreement

3.1.2 The Consultant shall invoice the County based upon the Consultant's fees that are stated on the attached Exhibit "B", "Fee Schedule", which is made a part of this Agreement. The Fee Schedule identifies all Consultant job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The County shall not be obligated to pay the Consultant (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, and (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Consultant may use in performing the Services.

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

3.1.4 Each invoice shall be due and payable forty-five (45) days after the date the County receives a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

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

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

3.1.6 The County's payment of a Final Invoice shall not constitute

evidence of the County's acceptance of the Consultant's performance of the Services or its acceptance of any of the Consultant's Project work.

3.1.7 All Consultant invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. After examining an invoice, the County may request that the Consultant submit additional documents to support certain fees or charges. Upon receipt of any such request the Consultant shall provide the requested documents or other required information to the County Auditor's satisfaction.

3.1.8 On each invoice submitted, the Consultant's Project Manager or designated payroll officer is attesting to the correctness and accuracy of all fees, time charges and requested reimbursements for which the Consultant seeks payment.

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

4.0 **Consultant's Responsibilities**

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

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

5.0 **Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services

pursuant to this Agreement, subject to the cure period provided in Section 26.0, shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 **Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

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

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

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

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

7.0 **No Contingent Fees**

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

8.0 **Assignment**

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County,

which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 **Professional Associates and Subcontractors**

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services, the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services, then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 **Indemnification of County**

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

11.0 **Insurance Requirements**

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

provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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.

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

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

Premises and Operations:

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

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically

covering, but not limited to, the contractual obligations assumed by the Firm)

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

12.0 **Public Entity Crimes**

The Consultant understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Consultant.

13.0 **Non-Discrimination**

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

14.0 **Designation of Party Representatives**

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

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

15.0 **All Prior Agreements Superseded**

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

16.0 **Modifications, Amendments or Alterations**

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

17.0 **Independent Consultant**

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

18.0 **Public Records Law**

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultants shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the

County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

19.0 **Compliance with Laws and Regulations**

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

20.0 **Governing Law and Venue**

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

21.0 **Notices**

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

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

For Consultant: AECOM Technical Services, Inc.
212 E. Main Street
Bartow, FL 33830
Attention: Robert Julius, PE, MBA

22.0 Severability

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

23.0 Annual Appropriations

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

24.0 Employment Eligibility Verification (E-VERIFY)

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

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

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

25.0 Consultant Representations

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

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

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

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

25.1.4 Consultant now has and will continue to maintain all licenses and

approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner.

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

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

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

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

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

26.0 Default and Remedy

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

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY

WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

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

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall

be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

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

Name: M. Janet Everett, PE

Name: Robert Julius, PE

Name: Bruno Fiori, PE

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

(ii) Additionally, if the value of the goods or services acquired under this Agreement

are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

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

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

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

(d) the Consultant was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Consultant hereby acknowledges that it is fully aware of the penalties that may be imposed upon the 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 Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

33. **No Construction Against Drafter**

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

34. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the

Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

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

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: Alison Holland
Deputy Clerk

Polk County, a political subdivision of the State of Florida

By:
George Lindsey III, Chairman
Board of County Commissioners

Date Signed By County 10/17/23
H.4

Reviewed as to form and legal sufficiency:

Sandra B. Hoe 9/15/23
County Attorney's Office Date

ATTEST:

By: Glen Dvorovy

GLEN DVOROVY
PRINT NAME

SR CADD DESIGNER
TITLE

Date: 9-27-23

SEAL

AECOM Technical Services, Inc.
a California corporation

By: M. Janet Everett

M. Janet Everett
PRINT NAME

Vice President
TITLE

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 9-27-2023 (Date) by Jan Everett (Name of officer or agent) as Vice 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 Personally Known 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 9-27-2023 _____(Date) Shelley O'Neill (Official Notary Signature and Notary Seal)

Shelley O'Neill (Name of Notary typed, printed or stamped)

Commission Number GG 961984 Commission Expiration Date April 20, 2024

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 R.38. 9/2/2025

SUBJECT

Approve Amendment No. 6 to Agreement 18-73 with Dewberry Engineers, Inc. for CR 557 (Buena Vista Drive), widening professional services. ($147,223.04 one-time expense)

DESCRIPTION

On December 26, 2018, the Board approved Agreement 18-73 with Dewberry Engineers, Inc. to provide professional engineering services in connection with the CR 557 widening project. The services included developing and evaluating alternative roadway designs and alignments resulting in the recommendation of a preferred alignment, and preparing preliminary roadway plans for the widening in the amount $1,100,893.47.

On September 1, 2020, the Board approved Amendment No. 1 in the amount of $3,040,982.53 for final design, permitting, bidding support, and community awareness services from W. Alfred Street to south of Interstate 4.

On December 6, 2022, the Board approved Amendment No. 2 in the amount of $693,396.38 to further extend the limits of the CR 557 widening project to the south from W. Alfred Street to US 92. Services included developing and evaluating alternative roadway design and alignments, recommending a preferred alignment, and preparing preliminary and final roadway plans for the widening of CR 557 from W. Alfred Street to US 92. Amendment No. 2 also extended the project schedule out to an anticipated completion date of December 31, 2027, which included post-design services that Dewberry will provide during the construction phase.

On August 22, 2023, the Board approved Amendment No. 3 in the amount of $429,107.94 to provide for additional services to include design of a surcharge program, additional lighting along the length of the project and design modification of the Lake Alfred Road roundabout for a developer to construct separately via a separate infrastructure agreement.

On May 21, 2024, the Board approved Amendment No. 4 in the amount of $107,261.84 to split the remaining project design into two segments to facilitate phased construction of the project. The first segment will extend from W. Alfred Street to the southern limits of the Old Lake Alfred Road Roundabout. The second segment will extend from the northern limits of the Old Lake Alfred Road Roundabout to south of Interstate 4, and will include final design, permit coordination and bidding

phase services.

On June 3, 2025, the Board approved Amendment No. 5 in the amount of $169,142.01 to combine the three construction phases into one phase to expedite the project and include maintenance of traffic redesign, quantity adjustments, and utility coordination.

Due to recent development in the area, and through further value engineering of the project, the plans need to be redesigned to remove the proposed roundabout at Old Lake Alfred Road and CR 557 and include a signalized intersection instead. Additionally, a right turn lane and driveway will be added to the plans and will include a signal and structural design, plan changes, geotechnical investigations, quantity adjustments, and utility coordination.

This Amendment No. 6 is for a not-to-exceed amount of $147,223.04, bringing the total cost of professional services to $5,688,007.21.

The Agreement will remain in effect through the completion of construction.

RECOMMENDATION

Request Board approve Amendment No. 6 to Agreement 18-73 with Dewberry Engineers, Inc., for CR 557 (Buena Vista Drive), widening professional services in the amount of $147,223.04.

FISCAL IMPACT

Funding is available within the Transportation Impact Fee Zone A Fund.

CONTACT INFORMATION

Ken Brush

Procurement Contracts Manager

Procurement

(863) 534-6727

kenbrush@polk-county.net

CONSULTING SERVICE AGREEMENT
#18-73
AMENDMENT #6

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 Dewberry Engineers, Inc. (the "Consultant"), a New York corporation, located at 800 N. Magnolia Ave., Suite 1000, Orlando, Florida 32803, whose Federal Employer Identification number is 13-0746510.

WITNESSETH:

WHEREAS, the County and Consultant entered into Consulting Service Agreement 18-73 dated December 26, 2018 (the "Agreement"), for the purpose of providing professional services in connection with the CR 557 Widening Project including developing and evaluating alternative roadway design and alignment, recommending a preferred alignment, and preparing preliminary roadway plans for widening of CR 557; and

WHEREAS, the Agreement was amended via Amendment #1 on September 1, 2020, to engage the Consultant to provide continuing professional services associated with the CR 557 widening project including permitting, final design, bidding support, and community awareness services from W. Alfred Street to south of Interstate 4; and

WHEREAS, on September 1, 2020, the County and the City of Lake Alfred entered into a Joint Project Agreement (JPA) for a proposed water main within the scope of the JPA, and as a result, the County and the Consultant included additional services and compensation to the Agreement in the amount of $1,100,893.47, bringing the total not-to-exceed amount of the Agreement to $4,141,876.00; and

WHEREAS, the Agreement was amended via Amendment #2 on December 6, 2022, to engage the Consultant to develop and evaluate alternative roadway design and alignments, provide a recommendation, and prepare preliminary and final plans for improvements to the CR 557 and US 92 intersection in Lake Alfred. The cost of the additional design services for Amendment #2 was a not-to-exceed fee of $693,396.38. The total agreement amount increased to $4,835,272.38; and

WHEREAS, the Agreement was amended via Amendment #3 on August 22, 2023, to engage the Consultant to design a surcharge program required to stabilize the soils for roadway construction; lighting plans for the entire length of the project and a stand-alone set of plans for construction of the Old Lake Alfred Road roundabout to facilitate advanced construction of the intersection. The cost of the additional design services for Amendment #3 was a not-to-exceed fee of $429,107.94. The total agreement amount increased to $5,264,380.32; and

WHEREAS, the Agreement was amended via Amendment #4 on May 21, 2024, to split the remainder of the project design into two segments to facilitate phased construction of the project. The first segment extends from W. Alfred Street to the southern limits of the Old Lake Alfred Road Roundabout. The second segment extends from the northern limits of the Old Lake Alfred Road Roundabout to south of Interstate 4, and includes final design, permit coordination and bidding phase services. The cost of the additional design services for Amendment #4 was a not-to-exceed amount of $107,261.84. The total agreement amount increased to $5,371,642.16; and

WHEREAS, the Agreement was amended via Amendment #5 on June 3, 2025, to combine the plans into one plan set and bid package to facilitate construction, and included maintenance of traffic redesign,

quantity adjustments and utility coordination; and

WHEREAS, due to development in the area, the County has requested that the existing plans be redesigned to remove a roundabout and to include a signalized intersection. Additionally, a right turn land and driveway will need to be added to the plans and will include signal and structural design, plan changes, geotechnical investigations, quantity adjustments, and utility coordination; 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.

4. The cost of the additional design services, which is more fully set forth and described in Attachment "A" to this Amendment #6, shall be a not-to-exceed amount of $147,223.04. Accordingly, the total agreement amount shall be increased from the prior not-to-exceed amount of $5,540,784.17 to the new not-to-exceed amount of $5,688,007.21.

5. The Agreement, as amended by this Amendment #6, continues in full force and effect.

THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #6 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: _____
T.R. Wilson, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Noah Nader 8/11/2025
County Attorney's Office Date

Dewberry Engineers, Inc.
a New York corporation

By: _____

Kevin Knudsen
PRINT NAME

Vice President
TITLE

Date: 8/19/25

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 August 19, 2025 (Date) by Kevin Knudsen (Name of officer or agent) as Vice 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 August 19, 2025 (Date)

Heidi J Rolstad (Official Notary Signature and Notary Seal)

HEIDI J ROLSTAD (Name of Notary typed, printed or stamped)

Commission Number HH 182375 Commission Expiration Date 10/30/2025

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 _____

HEIDI J. ROLSTAD
MY COMMISSION EXPIRES
OCTOBER 30, 2025
HH 182375
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

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.

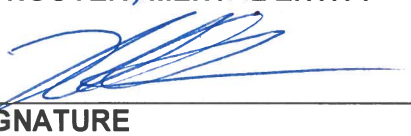
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.

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 Kevin Knudsen, Vice 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.

Dewberry Engineers Inc.
NONGOVERNMENTAL ENTITY


SIGNATURE

Kevin Knudsen
PRINT NAME

Vice President
TITLE

8/19/25
DATE

Attachment A

SCOPE OF SERVICES

FOR

CR 557 (BUENA VISTA DRIVE) WIDENING
FROM W. ALFRED STREET TO SOUTH OF INTERSTATE 4

AMENDMENT #6

POLK COUNTY

Prepared by:

Dewberry Engineers Inc.

July 14, 2025

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AMENDMENT #6

SCOPE OF SERVICES
FOR
CR 557 WIDENING PROJECT
POLK COUNTY

I. DESCRIPTION

Dewberry Engineers Inc. (CONSULTANT) will provide professional services to Polk County Roads and Drainage Division (COUNTY) to finalize Contract Documents for the construction of CR 557 from W. Alfred Street to South of Interstate 4 (length approximately 5.8 miles).

II. PURPOSE

This scope of services is for the purpose of defining additional services for the project that were not contemplated or included in the original project, including:

The County has requested that the design of the CR 557 and Old Lake Alfred Road Roundabout be revised from a roundabout to a signalized intersection. In addition, coordination with the developer of the proposed commercial development in the northwest corner of the intersection will be required to add driveways and right turn lanes and harmonize the roadway design with the proposed site design. The major work efforts will include signal and structural design, revising the roadway geometry, revising the drainage design, permit modifications, updating the signing and pavement marking plans, lighting revisions, modifying the maintenance of traffic and updating quantities.

III. OBJECTIVES

The CONSULTANT shall prepare Contract Documents for construction of the project. Elements of work shall include Survey, Right-of-Way Mapping, Roadway and Drainage Plans, Traffic Control Plans, Signing and Pavement Marking Plans, Signalization Plans, Utility Adjustment Plans, Geotechnical Investigations, Special Provisions, Environmental Permits, Construction Quantity Estimates, Construction Cost Estimates, and Community Awareness Services.

IV. SERVICES

A. Survey (by COUNTY)

1. General

The COUNTY will provide the required design survey information.

B. 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.

2. Legal Descriptions

Legal land descriptions and parcel sketches shall be prepared by the COUNTY.

C. Design Traffic Analysis

The CONSULTANT will use the CR 557 traffic analysis. No new analysis is required.

D. Roadway Design

The construction plans and documents shall be revised to accommodate the proposed signalized intersection at Old Lake Alfred Road.

1. Typical Section

The typical section shall be in general accordance with the typical sections defined in the current CR 557 plans.

2. Pavement Design

The CONSULTANT shall use the proposed asphaltic concrete pavement design in the current CR 557 plans.

The CONSULTANT will use the traffic analysis from the Alignment Study. No new analysis is required.

3. Preliminary Design Report

The CONSULTANT will utilize the design criteria from the CR 557 Preliminary Design Report.

4. Traffic Control Plans

a. The CONSULTANT will prepare Traffic Control Plans that present a logical sequencing of roadway construction activity. The Traffic Control Plans shall include diagrams, typical sections and a narrative of the sequencing of general work activities.

b. Traffic Control Plans shall be prepared at a scale suitable to illustrate the necessary details.

c. Traffic Control Plans shall be included in the Final plans submittal.

d. An estimate of the quantities for traffic control devices and quantities for temporary construction items shall be included in the Summary of Quantity sheets for the Final plans submittal.

5. Plan Scale

Plan sheets shall be prepared at a scale of 1" = 50' horizontal on 11" x 17" sheets. Profile sheets shall be prepared at a scale of 1" = 50' horizontal on 11" x 17" sheets. Cross section scales shall be selected as appropriate.

6. Design Criteria

CONSULTANT shall utilize the prepare the design, construction plans, and specifications in accordance with the latest editions of the following: Design Manual, FDOT; A Policy on Geometric Design of Highways and Streets, AASHTO; Manual of Uniform Traffic Control Devices for Streets and Highways, USDOT/FHWA; State of Florida Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations on the State Maintained Systems, FDOT; and Standard Plans for Road and Bridge Construction, FDOT.

The design plans and specifications shall be prepared in English design units.

7. Estimated Quantities and Cost Estimate

Estimated construction quantities for the signalized intersection will be calculated and included in Summary of Quantity sheets to be included with the Final plans submittal. An estimate of probable construction cost will be prepared and included with the Final plans submittal.

8. Estimated Construction Duration

The CONSULTANT shall prepare an estimate of the expected construction duration. This estimate shall be included with the Final plans submittal.

E. Drainage

1. General

Drainage design and associated plans will be prepared for the management of runoff generated within the road right-of-way, or as necessary to cross the right-of-way. Critical design high water elevations for the permitting and design will be determined using best available information from FEMA, Polk County, Florida Department of Transportation, Florida Department of Environmental Protection and the Southwest Florida Water Management District (SWFWMD). It is intended to maintain existing drainage patterns and outfalls as much as possible.

2. Drainage Criteria

The drainage criteria shall be prepared in accordance with the latest editions of the FDOT Drainage Manual, Drainage Design Guide, and regulating water management agency. The criteria will be presented in a table format and will include the following items:

a. Hydrology

(1) Design return periods for cross culverts, stormwater management facilities, and open and closed conveyance systems.

(2) Methodology shall be outlined for determining off-site watersheds, on-site watersheds, rainfall distributions, hydrography generation, antecedent moisture conditions, intensity-duration-frequency curves, time of concentration and soil classifications.

b. Hydraulics

Criteria shall outline pipe flow equations, coefficients for pipes, weirs and orifice formulas, minimum pipe sizes, drainage tabulation sheets, inlet types, minimum storm sewer velocities, allowable spread, storm sewer tailwater control, storm sewer materials, and storm sewer system design programs.

c. Permits

Criteria shall outline level of treatment and attenuation required by the Governing Agencies.

d. Drainage Basins

Determine whether drainage basins within the project limits are assumed to be open or closed.

3. Pond Location Analysis

The pond location analysis shall consist of utilizing the ponds identified in the current CR 557 plans.

4. Preliminary Drainage Design

The preliminary drainage analysis shall update and revise the existing analysis to accommodate the signalized intersection design and addition of turn lanes.

5. Final Drainage Design

The Final Drainage Design Notebook shall be updated and revised to accommodate the signalized intersection design and additional turn lanes.

F. Environmental Permitting

The CONSULTANT shall coordinate with the County and permitting agencies to coordinate construction of the project.

G. Retaining Walls

The CONSULTANT shall utilize the existing CR 5557 retaining wall design and plans. The CONSULTANT shall provide Design Documentation to the COUNTY consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. A cover sheet indexing the contents of the calculations shall be included, and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

H. Signing and Pavement Marking Plans

The CONSULTANT shall modify the current Signing and Pavement Marking Plans for the signalized intersection and right turn lanes. 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.

I. Signalization Plans

The CONSULTANT shall prepare a complete set of signalization plans for the Old Lake Alfred Road intersection with CR 557. The design of the signal 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.

J. Lighting Analysis and Plans

CONSULTANT shall modify the current lighting design and plans to accommodate the signalization of the Old Lake Alfred Road intersection. The CONSULTANT shall be responsible for updating the Lighting Design Analysis Report (LDAR), if needed. The report shall provide analyses for each typical section of the roadway within the entire limits of the project. The report shall also include the analysis for all roundabouts/signalized intersections as described in latest design criteria. CONSULTANT shall coordinate with the Maintaining Agency for the lighting requirements at the roundabouts/signalized intersections. The report shall also include electrical load analysis and voltage drop calculations for each lighting circuits.

K. Utility Services

1. Utility Adjustment Plans

The CONSULTANT shall modify the Utility Adjustment Plans, utilizing the roadway base mapping and input from the involved utility companies.

Work shall be in accordance with the FDOT's Utility Manual, Standard Specifications, FDOT Utility Accommodation Manual 1993, current memorandums, FDOT Design Manual, and instructions as issued by the COUNTY to the CONSULTANT.

2. Utility Coordination

The CONSULTANT shall coordinate with affected utility owners to revise the previously received red/green/brown markups and Utility Work Schedules for the signalized intersection. Plans shall be provided to each utility having facilities within the project area for verification and supplementing of any existing utilities as shown on the plans. It is anticipated the actual design for the relocation of utilities shall be done by the utility owners.

L. Geotechnical Investigation

The CONSULTANT shall perform four 30-foot SPT borings and associated laboratory testing at the CR 557/Old Lake Alfred Road intersection for the mast arm signal foundations.

M. Specifications

The CONSULTANT shall prepare Technical Special Provisions as required by the design which shall include Specifications covering any special construction methods that may be required. The COUNTY shall furnish a sample specification as a guide in preparing the special provisions. These Special Provisions shall be prepared in the complimentary format as the FDOT Standard Specifications.

N. Public Involvement (N/A)

O. Assistance with Right of Way Acquisition

The CONSULTANT will assist the COUNTY during the Right of Way acquisition process which will include minor plans updates such as driveway adjustments or pond modifications. Pond modifications that would require a permit modification are not included in this task.

P. Bidding Phase Services

The CONSULTANT will assist the COUNTY with the preparation of all necessary bid documents as detailed above. This includes Signed and Sealed Construction Plans, Technical Specifications Package, Special Conditions, Copies of All Permits, Bid Tab Sheets, Final Engineer's Estimate, and a Construction Time Estimate.

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.

Q. Post-design Services

At the COUNTY'S option, the CONSULTANT may be requested to provide additional Post Design Services. The COUNTY will supplement the contract fees by change order to provide for Post Design Services.

V. QUALITY CONTROL

A. Quality Assurance Reviews

The CONSULTANT shall conduct quality assurance reviews of the work products called for in this Scope of Services to ensure they are in compliance with the requirements cited in the Scope of Services. Reviews shall be conducted to evaluate the adequacy of materials, documentation, processes and procedures included in the execution of this contract.

B. Quality Assurance Records

The CONSULTANT shall maintain adequate records for the quality assurance actions performed by his organization (including subcontractors and vendors), in providing services and products under this contract.

VI. PROJECT SCHEDULE

The CONSULTANT shall complete design services within the current contractual limits.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 557 (Buena Vista Drive) Widening-Amend 6
County: Polk
FPN: T.B.D.
FAP No.: N/A

Consultant Name: Dewberry Engineers Inc.
Consultant No.: 50110728
Date: 7/14/2025
Estimator: insert name

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Asst. Project Manager	Sr. Engineer	Engineer	Engineer Intern	Sr. Eng Technician	Sr. Environmental Specialist	Environmental Specialist	ROW Specialist	Sr. PSM	PSM	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$107.93	$69.64	$63.83	$45.22	$32.43	$38.62	$45.61	$24.45	$57.69	$68.28	$44.58	$28.94			
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	204	9	21	51	51	51	21	0	0	0	0	0	0	204	$10,460	$51.28
5. Roadway Plans	102	0	4	20	26	26	26	0	0	0	0	0	0	102	$4,578	$44.88
6a. Drainage Analysis	158	8	8	47	47	32	16	0	0	0	0	0	0	158	$8,202	$51.91
6b. Drainage Plans	72	0	4	14	18	18	18	0	0	0	0	0	0	72	$3,265	$45.35
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.	8	0	0	2	3	3	0	0	0	0	0	0	0	8	$361	$45.08
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	84	0	4	22	29	29	0	0	0	0	0	0	0	84	$3,935	$46.84
19. Signing & Pavement Marking Analysis	40	2	2	10	10	10	6	0	0	0	0	0	0	40	$2,002	$50.04
20. Signing & Pavement Marking Plans	26	0	0	7	7	7	5	0	0	0	0	0	0	26	$1,183	$45.52
21. Signalization Analysis	60	3	3	15	15	15	9	0	0	0	0	0	0	60	$3,002	$50.04
22. Signalization Plans	37	0	2	9	9	9	8	0	0	0	0	0	0	37	$1,722	$46.53
23. Lighting Analysis	82	4	4	21	21	21	11	0	0	0	0	0	0	82	$4,106	$50.08
24. Lighting Plans	36	0	2	9	9	9	7	0	0	0	0	0	0	36	$1,683	$46.75
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!
27a. SUE 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	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	909	26	54	227	245	230	127	0	0	0	0	0	0	909		
Total Staff Cost		$2,806.18	$3,760.56	$14,489.41	$11,078.90	$7,458.90	$4,904.74	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$44,498.69**	**$48.95**

Check = $44,498.69

Survey Field Days by Subconsultant	
4 - Person Crew:	88

SALARY RELATED COSTS:						$44,498.69
OVERHEAD:			143.73%			$63,957.97
OPERATING MARGIN:			29.25%			$13,015.87
FCCM (Facilities Capital Cost Money):			0.00%			$0.00
SUBTOTAL SALARY RELATED COSTS:				2.7298 Multiplier		**$121,472.53**
EXPENSES:			14.82%			$6,594.71
Survey (Polk County)		0	4-person crew days @	$ 1,888.56	/ day	$0.00
SUE Survey (Field - if by Prime)		0	4-person crew days @	$ 1,888.56	/ day	$0.00
SUBTOTAL ESTIMATED FEE:						**$128,067.24**
Subconsultant:	ACI					$0.00
Subconsultant:	Madrid Geotechnical					$13,240.30
Subconsultant:	Omni					$5,915.50
Subconsultant:	RK&K	Included with Prime				$0.00
Subconsultant:	Madrid Contamination					$0.00
SUBTOTAL ESTIMATED FEE:						**$147,223.04**
Geotechnical Field and Lab Testing						$0.00
SUBTOTAL ESTIMATED FEE:						**$147,223.04**
City of Lake Alfred Utility Design						$0.00
GRAND TOTAL ESTIMATED FEE:						**$147,223.04**

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.

Survey:

Survey (Polk County) =	$0.00
SUE (Field and Office)=	$0.00
R/W Mapping (Polk County) =	$0.00
TOTAL=	**$0.00**

Project Activity 4: Roadway Analysis

Estimator: Ray Lee

CR 557 (Buena Vista Drive) Widening-Amend 6

T.B.D.

Representing	Print Name	Signature / Date
Polk County		
Dewberry		

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	0	0	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	0	0	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5	Horizontal /Vertical Master Design Files	LS	1	60	60	Revise roadway & intersection horiz & vert geometry (Sta 1260 to 1276) = (120 hours x 0.30 miles) + (24 hrs/int for 1 intersection)
4.6	Access Management	LS	1	0	0	
4.7	Roundabout Evaluation	LS	1	0	0	
4.8	Roundabout Final Design Analysis	LS	1	0	0	
4.9	Cross Section Design Files	LS	1	12	12	Revise X-Sections (0.30 miles x 40 hours/mi) (Credit for Amend 5)
4.10	Temporary Traffic Control Plan Analysis	LS	1	0	0	Included in Amend 5
4.11	Master TTCP Design Files	LS	1	0	0	Included in Amend 6
4.12a	Selective Clearing and Grubbing of Existing VegetationField Assessment	LS	1	0	0	
4.12b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	
4.12c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	
4.13	Tree Dispostion Plan	LS	1	0	0	
4.14	Design Variations and Exceptions	LS	1	0	0	
4.15	Design Report	LS	1	0	0	
4.16	Quantities	LS	1	40	40	Revise Quantities = (Sta 1260 to 1276) (Credit for Amend 5)

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.17	Cost Estimate	LS	1	0	0	Included in Amendment 5
4.18	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
4.19	Other Roadway Analyses	LS	1	60	60	Coordination with Commercial Development Design (Coordination, right turn lanes,driveways, slopes)
Roadway Analysis Technical Subtotal					**172**	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	0	0	
4.21	Monitor Existing Structures	LS	1	0	0	
4.22	Technical Meetings	LS	1	4	4	Concept Meeting
4.23	Quality Assurance/Quality Control	LS	%	5%	9	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	5%	9	
				Roadway Analysis Nontechnical Subtotal	**22**	
4.26	Coordination	LS	%	5%	10	
				4. Roadway Analysis Total	**204**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0			0
Pavement	EA	0	0	0			0
Access Management	EA	1	0	0		yes	1
15% Line and Grade	EA	0	0	0		yes	0
Driveways	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	4	0	0		yes	4
Work Zone Traffic Control	EA	0	0	0		no	0
30/60/90/100% Comment Review Meetings	EA	4	0	0		no	0
Polk County Survey	EA	2	0	0		yes	0
Subtotal Technical Meetings				**0**	**Subtotal Project Manager Meetings**		5
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				**0**	**Total Project Manager Meetings (carries to Tab 3)**		**5**

Carries to 4.17

Carries to Tab 3

Project Activity 5: Roadway Plans

Estimator: Ray Lee

CR 557 (Buena Vista Drive) Widening-Amend 6
T.B.D.

Representing		Print Name	Signature / Date
Polk County			
Dewberry			

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		Sheet	1	0	0	Included in Amendment 5
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	4	4	Revised Quantities
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	4	0	0	Included in Amendment 5
5.3.2	Typical Section Details		EA	1	0	0	
5.4	General Notes/Pay Item Notes		Sheet	1	0	0	Included in Amendment 5
5.5	Summary of Quantities Sheets		Sheet	1	0	0	Included in Amendment 5
5.6	Project Layout		Sheet	3	0	0	
5.7	Plan/Profile Sheet		Sheet	0	0	0	N/A
5.8	Profile Sheet		Sheet	4	4	16	4 Sheets (50 Scale) (Credit for Amend 5)
5.9	Plan Sheet		Sheet	4	4	16	4 Sheets (50 Scale) (Credit for Amend 5)
5.10	Special Profile		Sheet	0	0	0	
5.11	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	
5.12	Interchange Layout Sheet		Sheet	0	0	0	
5.13	Ramp Terminal Details (Plan View)		Sheet	0	0	0	
5.14	Intersection Layout Details		Sheet	1	12	12	Old Lake Alfred Road
5.15	Special Details		EA	2	0	0	
5.16	Cross-Section Pattern Sheet(s)		Sheet	0	0	0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.17	Roadway Soil Survey Sheet(s)		Sheet	1	0	0	
5.18	Cross Sections		EA	22	0.25	6	16 Cross Sections (CR 557) + 6 Cross Sections (OLA)@ 100' Intervals (Credit for Amend 5)
5.19	Temporary Traffic Control Plan Sheets		Sheet	12	2	24	3 Phases of 4 Sheets (Credit for Amend 5)
5.20	Temporary Traffic Control Cross Section Sheets		EA	24	0.25	6	0.30 mi-200' Intervals-3 Phases (Credit for Amend 5)
5.21	Temporary Traffic Control Detail Sheets		Sheet	11	0	0	
5.22	Utility Adjustment Sheets		Sheet	4	2	8	Sheets (50 Scale) Credit for Amend 5)
5.23	Selective Clearing and Grubbing Sheet(s)						N/A
5.23.1	Selective Clearing and Grubbing		Sheet	0	0	0	N/A
5.23.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	N/A
5.24	Tree Disposition Sheet(s)						N/A
5.24.1	Tree Disposition Plan Sheet(s)		Sheet	0	0	0	N/A
5.24.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	N/A
5.25	Project Control Sheet(s)		Sheet	3	0	0	
5.26	Environmental Detail Sheets		Sheet	50	0	0	
5.27	Utility Verification Sheet(s) (SUE Data)		Sheet	1	0	0	
					Roadway Plans Technical Subtotal	**92**	
5.28	Quality Assurance/Quality Control		LS	%	5%	5	
5.29	Supervision		LS	%	5%	5	
					5. Roadway Plans Total	**102**	

Project Activity 6a: Drainage Analysis

Estimator: Jairo Rodriguez

CR 557 (Buena Vista Drive) Widening-Amend 6
T.B.D.

Representing	Print Name	Signature / Date
Polk County		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	2	3	6	Revise hydrology for Basin 3 that will need to be updated due to the new intersection layout
6a.2	Base Clearance Calculations	Per Location	0	0	0	
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	
6a.4	Design of Cross Drains	EA	1	8	8	Modify CD-1
6a.5	Design of Ditches	Per Ditch Mile	1	0	0	
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	1	40	40	Revise Pond 3 calcs based on changes to intersection, addition of rt turn lanes and changes to basin areas
6a.7	Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)	Per Cell	0	0	0	
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	1	0	0	
6a.9	Design of Storm Drains	EA	28	1.5	42	Redesign 20 structures along CR 557, Add 6 structures along Old Lake Alfred Road, Add 2 structures for rt turn lanes)
6a.10	Optional Culvert Material	EA	0	0	0	
6a.11	French Drain Systems	Per Cell	0	0	0	
6a.11.a	Existing French Drain Systems	Per Cell	0	0	0	
6a.12	Drainage Wells	EA	0	0	0	
6a.13	Drainage Design Documentation Report	LS	1	16	16	Revise (Credit for Amend 5)
6a.14	Bridge Hydraulic Report	EA	0	0	0	

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	0	0	
6a.16	Cost Estimate	LS	1	0	0	
6a.17	Technical Special Provisions / Modified Special Provisions	LS	1	0	0	
6a.18	Hydroplaning Analysis	LS	1	0	0	
6a.19	Existing Permit Analysis	LS	1	0	0	
6a.20	Other Drainage Analysis	LS	1	32	32	Prepare and submit SWFWMD Permit Mod for Revised intersection and rt turn lanes
6a.21	Noise Barrier Evaluation	LS	1	0	0	
	Drainage Analysis Technical Subtotal				**144**	
6a.22	Field Reviews	LS	1	0	0	
6a.23	Technical Meetings	LS	1	0	0	
6a.24	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.25	Quality Assurance/Quality Control	LS	%	5%	7	
6a.26	Independent Peer Review	LS	%	0%	0	
6a.27	Supervision	LS	%	5%	7	
	Drainage Analysis Nontechnical Subtotal				**14**	
6a.28	Coordination	LS	%	0%	0	
	6a. Drainage Analysis Total				**158**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0			0
Pond Siting	EA	0	0	0			0
Agency	EA	1	0	0			0
Local Governments (cities, counties)	EA	0	0	0			0
FDOT Drainage	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				**0**			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				**0**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Carries to 6.19

Carries to Tab 3

6b. Drainage Plans

Estimator: Sean Carrigan

CR 557 (Buena Vista Drive) Widening-Amend 6
T.B.D.

Representing	Print Name	Signature / Date
Polk County		
Dewberry		

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	2	4	8	Update Plan & Profile View (Credit for Amend 5)
6b.2	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	
6b.3	Summary of Drainage Structures		Sheet	2	4	8	Revise and and add structures (Credit for Amend 5)
6b.4	Optional Pipe/Culvert Material		Sheet	0	0	0	
6b.5	Drainage Structure Sheet(s) (Per Structure)		EA	28	1.5	42	Update Drainage Structures and add new structures
6b.6	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	
6b.7	Lateral Ditch Plan/Profile		Sheet	0	0	0	
6b.8	Lateral Ditch Cross Sections		EA	0	0	0	
6b.9	Retention/Detention Ponds Detail Sheet(s)		Sheet	15	0	0	
6b.10	Retention Pond Cross Sections		EA	180	0	0	
6b.11	Erosion Control Plan Sheet(s)		Sheet	4	2	8	Revise
6b.12	SWPPP Sheet(s)		Sheet	0	0	0	Included in Amend 5
					Drainage Plans Technical Subtotal	**66**	
6b.13	Quality Assurance/Quality Control		LS	%	5%	3	
6b.14	Supervision		LS	%	5%	3	
					6. Drainage Plans Total	**72**	

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator:

CR 557 (Buena Vista Drive) Widening-Amend 6

T.B.D.

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

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	0	0	0	0	
9.2	Project Layout	Sheet	0	0	0	0	
9.3	General Notes and Bid Item Notes	Sheet	0	0	0	0	
9.4	Miscellaneous Common Details	Sheet	0	0	0	0	
9.5	Incorporate Report of Core Borings	Sheet	0	0	0	0	
9.6	Standard Plans- Bridges	LS	1	0		0	
9.7	Existing Bridge Plans	LS	1	0		0	
9.8	Assemble Plan Summary Boxes and Quantities	LS	1	0		0	
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				0	0	

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	0	0	0	0	0	0	0	0		
10-16	Bridge 2	0									
10-16	Bridge 3	0									
10-16	Bridge 4	0									
10-16	Bridge 5	0									

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

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	0								0	
18	Miscellaneous Structures	84									84
Structures Technical Subtotal		84	0	0	0	0	0	0	0	0	84

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.11	Field Reviews	LS	1	0	0	
9.12	Technical Meetings	LS	1	0	0	Meetings are listed below
9.13	Quality Assurance/Quality Control	LS	%	5%	4	
9.14	Independent Peer Review	LS	1	0	0	
9.15	Supervision	LS	%	0%	0	
Structures Nontechnical Subtotal					4	
9.16	Coordination	LS	1	4	4	Roadway, Signal designer and geotech.
9. Structures - Summary and Miscellaneous Tasks and Drawings					8	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
BDR Coordination/Review	EA	0	0	0			0
90/100% Comment Review	EA	0	0	0			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				**0**			0

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

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				**0**	**Total Project Manager Meetings (carries to Tab 3)**	**0**
				Carries to 9.11		Carries to Tab 3

Project Activity 18: Miscellaneous Structures

Estimator: Marybeth Morin

CR 557 (Buena Vista Drive) Widening-Amend 6
T.B.D.

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

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	2	0		0	
18.2	Concrete Box Culverts Extensions	EA Extension	0	0		0	
18.3	Concrete Box Culvert Data Table Plan Sheets	Sheet	0	0	0	0	
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	4	20		80	Standard design, run each with standard pole/arm configuration. Check foundation with soil parameters.
18.10	Mast Arms Data Table Plan Sheets	Sheet	1	4	1	4	
18.11	Mast Arm Special Details Plan Sheets	Sheet	0	0	0	0	
	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					**1**	**84**	

Project Activity 19: Signing and Pavement Marking Analysis

Estimator: Jim Bradford, P.E.

CR 557 (Buena Vista Drive) Widening-Amend 6

T.B.D.

Representing	Print Name	Signature / Date
Polk County		
Dewberry		

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	4	4	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	20	20	(8 Hours per intersection*1 intersections)+(40 hours per mile*0.30 miles) (Credit for Amend 5)
19.4	Multi-Post Sign Support Calculations	EA	2	3	6	Next Signal Signs, 2 per intersection x 1 intersection
19.5	Sign Panel Design Analysis	EA	6	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	6	6	1.5 Hours per plan sheet (4 sheets) (Credit for Amend 5)
19.8	Cost Estimate	LS	1	0	0	Included in Amendment 5
19.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					**36**	
19.11	Field Reviews	LS	1	0	0	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	2	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	2	
Signing and Pavement Marking Analysis Nontechnical Subtotal					**4**	
19.16	Coordination	LS	%	0%	0	
19. Signing and Pavement Marking Analysis Total					**40**	

Project Activity 20: Signing and Pavement Marking Plans

Estimator: Jim Bradford, P.E.

CR 557 (Buena Vista Drive) Widening-Amend 6
T.B.D.

Representing	Print Name	Signature / Date
Polk County		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	0	1	0	
20.2	Summary of Pay Items Including Input		LS	1	0		0	
20.3	Tabulation of Quantities		Sheet	1	2	1	2	
20.4	General Notes/Pay Item Notes		Sheet	1	0	1	0	Included in Amendment 5
20.5	Project Layout		Sheet	1	0	1	0	
20.6	Plan Sheet		Sheet	4	4	4	16	Revise
20.7	Typical Details		EA	0	0		0	
20.8	Guide Sign Worksheet(s)		EA	1	2		2	Next Signal Sign
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	2	2		4	Next Signal Signs, 2 per intersection x 1 intersection
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	0		0	
20.13	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						**8**	**24**	
20.14	Quality Assurance/Quality Control		LS	%	5%		1	
20.15	Supervision		LS	%	5%		1	
20. Signing and Pavement Marking Plans Total						**8**	**26**	

Project Activity 21: Signalization Analysis

Estimator: Jim Bradford. P.E.

CR 557 (Buena Vista Drive) Widening-Amend 6
T.B.D.

Representing	Print Name	Signature / Date
Polk County		
Dewberry		

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	
21.2	Traffic Data Analysis	PI	1	8	8	1 Intersections @ 8 hrs/each (Red, yellow, and pedestrian clearance times)
21.3	Signal Warrant Study	LS	1	0	0	
21.4	System Timings	LS	1	0	0	
21.5	Reference and Master Signalization Design File	PI	1	32	32	1 Intersections @ 32 hrs/each
21.6	Reference and Master Interconnect Communication Design File	LS	1	0	0	
21.7	Overhead Street Name Sign Design	EA	2	2	4	2 Street Names @ 2 hrs/each
21.8	Pole Elevation Analysis	LS	1	2	2	2 hrs per intersection
21.9	Traffic Signal Operation Report	LS	1	0	0	
21.10	Quantities	LS	1	8	8	
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					**54**	
21.14	Field Reviews	LS	1	0	0	
21.15	Technical Meetings	LS	1	0	0	
21.16	Quality Assurance/Quality Control	LS	%	5%	3	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	5%	3	
Signalization Analysis Nontechnical Subtotal					**6**	

Project Activity 21: Signalization Analysis

21.19	Coordination	LS	%	0%	0	
	21. Signalization Analysis Total				**60**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDOT Traffic Operations	EA	0	0	0			0
FDOT Traffic Design	EA	0	0	0			0
Power Company (service point coordination)	EA	2	0	0		yes	1
Maintaining Agency (cities, counties)	EA	2	0	0		yes	1
Railroads	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				**0**	**Subtotal Project Manager Meetings**		2
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				**0**	**Total Project Manager Meetings (carries to Tab 3)**		**2**

Carries to 21.15

Carries to Tab 3

Project Activity 22: Signalization Plans

Estimator: Jim Bradford, P.E.

CR 557 (Buena Vista Drive) Widening-Amend 6
T.B.D.

Representing	Print Name	Signature / Date
Polk County		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	1	1	1	1	Revise
22.2	Summary of Pay Items Including Designer Interface Input		Sheet	0	0	0	0	
22.3	Tabulation of Quantities		Sheet	1	4	1	4	
22.4	General Notes/Pay Item Notes		Sheet	1	2	1	2	
22.5	Plan Sheet		Sheet	1	4	1	4	
22.6	Interconnect Plans		Sheet	0	0	0	0	N/A
22.7	Traffic Monitoring Site		EA	0	0		0	N/A
22.8	Guide Sign Worksheet		EA	1	2		2	
22.9	Special Details		Sheet	1	8	1	8	Ped Pole/Quandrant Details
22.10	Special Service Point Details		EA	0	0		0	N/A
22.11	Mast Arm/Monotube Tabulation Sheet		PI	1	4		4	
22.12	Strain Pole Schedule		PI	0	0		0	
22.13	TTCP Signal		EA	0	0		0	
22.14	Temporary Detection Sheet		PI	0	0		0	
22.15	Utility Conflict Sheet		Sheet	1	8	1	8	
22.16	Interim Standards		LS	1	0		0	
	Signalization Plans Technical Subtotal					**6**	**33**	
22.17	Quality Assurance/Quality Control		LS	%	5%		2	
22.18	Supervision		LS	%	5%		2	
	22. Signalization Plans Total					**6**	**37**	

Project Activity 23: Lighting Analysis

Estimator: Courtney Orlando

CR 557 (Buena Vista Drive) Widening-Amend 6
T.B.D.

Representing	Print Name	Signature / Date
Polk County		
Dewberry		

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	1	0	0	
23.2	Lighting Design Analysis Report	LS	1	24	24	Revise for Signal Layout
23.3	Voltage Drop Calculations	EA	1	4	4	Redo for Revised Layout
23.4	FDEP Coordination and Report	LS	1	0	0	N/A
23.5	Reference and Master Design Files	LS	1	24	24	80 mh/mi @ 0.30 mi
23.6	Temporary Lighting	LS	1	0	0	
23.7	Design Documentation	LS	1	4	4	Revise for Signal Layout
23.8	Quantities	LS	1	8	8	2 Hours per plan sheet x 4 sheets
23.9'	Cost Estimate	LS	1	0	0	
23.10	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	N/A
23.11	Other Lighting Analysis	LS	1	0	0	
	Lighting Analysis Technical Subtotal				**64**	
23.12	Field Reviews	LS	1	0	0	
23.13	Technical Meetings	LS	1	12	12	Refer to technical meetings.
23.14	Quality Assurance/Quality Control	LS	%	5%	3	Produce and implement QA/QC plan.
23.15	Independent Peer Review	LS	%	0%	0	N/A

Project Activity 23: Lighting Analysis

23.16	Supervision	LS	%	5%	3	Supervise and coordinate all technical design analysis.
Lighting Analysis Nontechnical Subtotal					**18**	
23.17	Coordination	LS	%	0%	0	
23. Lighting Analysis Total					**82**	

Project Activity 23: Lighting Analysis

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDOT Lighting Design	EA	0	0	0			0
FDOT Traffic Design	EA	0	0	0			0
Power Company (service point coordination)	EA	1	8	8			0
Maintaining Agency (cities, counties)	EA	1	4	4			0
Airport authority	EA	0	0	0			0
FDEP Lighting (coast areas)	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				**12**	**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				**12**	**Total Project Manager Meetings (carries to Tab 3)**		**0**

Carries to 23.14

Carries to Tab 3

24. Lighting Plans

Estimator: Courtney Orlando

CR 557 (Buena Vista Drive) Widening-Amend 6
T.B.D.

Representing	Print Name	Signature / Date
Polk County		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
24.1	Key Sheet		Sheet	1	0	0	0	
24.2	Summary of Pay Items Including Designer Interface Input		Sheet	0	0	0	0	
24.3	Tabulation of Quantities		Sheet	1	4	1	4	
24.4	General Notes/Pay Item Notes		Sheet	2	0	0	0	Included in Amendment 5
24.5	Pole Data, Legend and Criteria		Sheet	1	4	1	4	Revise
24.6	Service Point Details		Sheet	1	8	1	8	Add for Signal
24.7	Project Layout		Sheet	1	0	0	0	
24.8	Plan Sheet		Sheet	4	4	4	16	Revise
24.9	Special Details		Sheet	2	0	0	0	
24.10	Temporary Lighting Data and Details		Sheet	1	0	0	0	
24.11	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	0	
24.12	Interim Standards		LS	1	0		0	
Lighting Plans Technical Subtotal						**7**	**32**	
24.13	Quality Assurance/Quality Control		LS	%	5%		2	Perform QC review, respond to comments, resolution meetings and documentation, assembly of plans for phase submittals, etc.
24.14	Supervision		LS	%	5%		2	Supervise and coordinate plans production.
24. Lighting Plans Total						**7**	**36**	

Dewberry

Dewberry Engineers Inc.
800 North Magnolia Ave, Suite 1000
Orlando, FL 32803-3251

407.843.5120
407.649.8664 fax
www.dewberry.com

July 14, 2025

Klayton Fees, P.E.
Project Manager
Polk County Roads & Drainage Division
3000 Sheffield Road
Winter Haven, Florida 33880

Re: Intersection Signalization Services
CR 557 Widening Project
Consulting Agreement Services #18-73
Amendment #6 - Revised

Dear Mr. Fees:

Dewberry Engineers Inc. respectfully requests approval to provide additional services for the referenced project. The County has requested that the CR 557 and Old Lake Alfred Road intersection be redesigned from a roundabout to a signalized intersection. In addition, coordination with the adjacent developer and addition of right turn lane and driveways will be required for the adjacent site development. The work effort will include signal and structural design, plan changes, geotechnical investigations, quantity adjustments and utility coordination.

The revised manhour and fee proposal is attached for your review. We appreciate the opportunity to provide these services to Polk County. Please contact me if you have any questions or require additional information.

Sincerely,

Kevin E. Knudsen, P.E.
Vice President

KEK:cnp
50110728/CR 557/admin/Corr/Letter/Amendment #6-REV

Polk County

Board of County Commissioners

Agenda Item R.39. 9/2/2025

SUBJECT

Adopt a Resolution Setting Parking Restrictions on County Road 655 (Lake Shipp Drive South) near Winter Haven ($727.27 one-time expense)

DESCRIPTION

The Roads & Drainage Division has received a request from the Winter Haven Police Department to restrict parking on County Road 655 (Lake Shipp Drive South). County Road 655 (Lake Shipp Drive South) is in the Winter Haven area in S-27, T-31S, R-28E, and is classified as an Urban Collector road.

Staff conducted parking studies along County Road 655 (Lake Shipp Drive South) to analyze this request and determined that the parking of vehicles along the frontage of Lake Shipp Park creates a visibility issue for the vehicles exiting the park.

Pursuant to FS 316.008, the Board of County Commissioners is vested with the authority to set parking restrictions on County roadways. Additionally, the posting of the requested restrictions will promote public safety and assist the Polk County Sheriff's Office in their enforcement efforts.

To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the parking restrictions.

RECOMMENDATION

Request Board adopt the associated Resolution to establish parking restrictions for County Road 655 (Lake Shipp Drive South). Estimated cost for installation of the signs is $727.27.

FISCAL IMPACT

Funds are budgeted in the FY 24/25 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
863.535.2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
863.535.2200

RESOLUTION NO.: _____

WHEREAS, the Polk County Roads & Drainage Division, conducted parking studies on the following County-maintained Rural Major Collector road:

County Road 655 (Lake Shipp Drive South) (Road Number 960523) from US Highway 17 to State Road 655 (Recker Highway), Located in S-29, T-26S, R-05E, and

WHEREAS, said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that the parking of vehicles in this location creates a visibility concern, and

WHEREAS, under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to restrict parking on County maintained roads.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause County Road 655 (Lake Shipp Drive South) to be posted “No Parking, Stopping or Standing” on the northeast side from High Street to Gasparilla Pass.

DATED this 2nd day of September 2025.

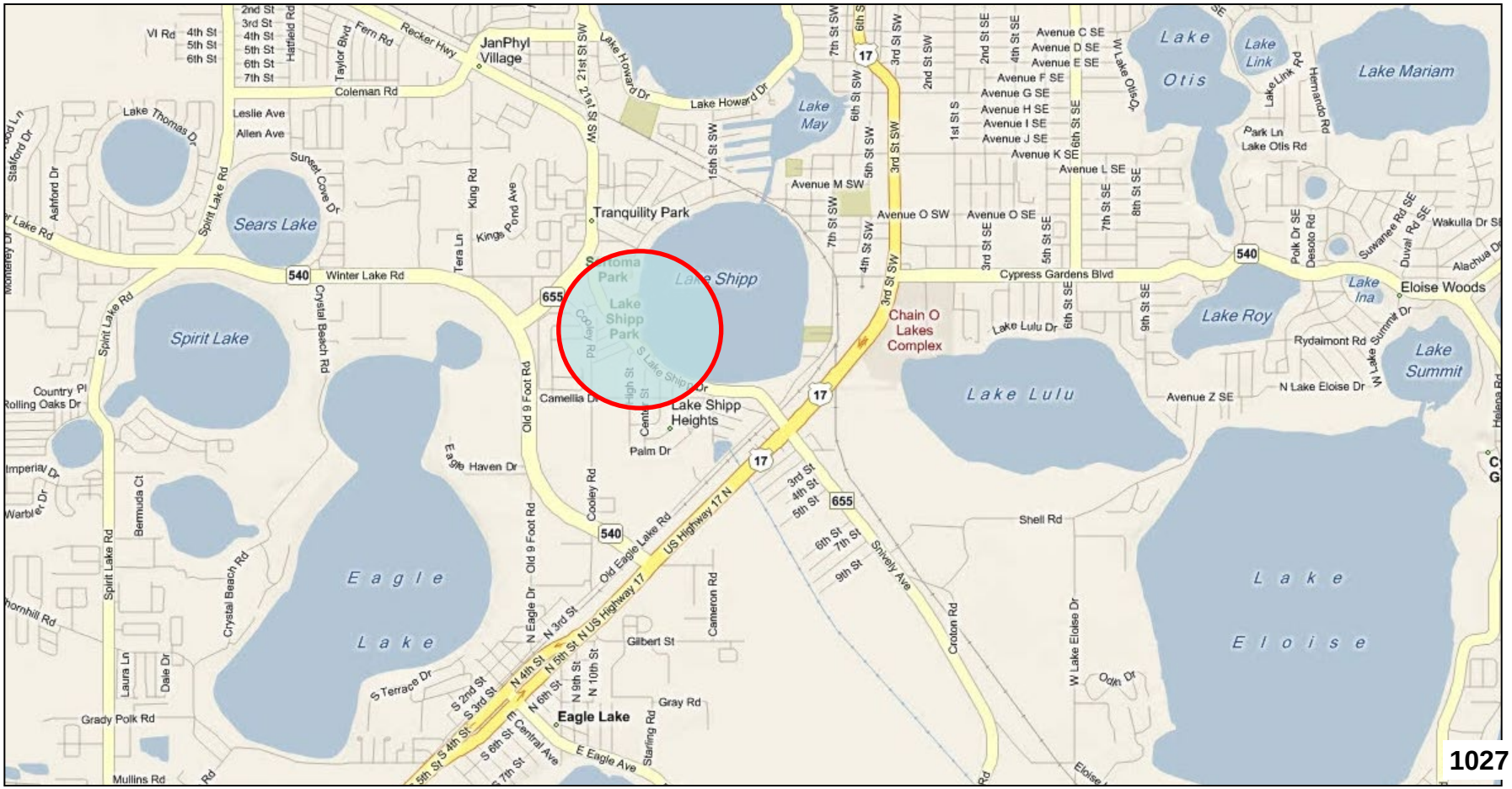
N

N.T.S.

CR 655 (Lake Shipp Dr S) (Winter Haven Area)

Request for Parking Restrictions

Vicinity Map


Lake Shipp
Lake Shipp Park
Tranquility Park
Sears Lake
Spirit Lake
Eagle Lake
Lake Otis
Lake May
Lake Lulu
Lake Roy
Lake Mariam
Lake Ina
Lake Summit
Eloise Woods
Lake Shipp Heights
JanPhyl Village
Chain O Lakes Complex
Winter Lake Rd
Cypress Gardens Blvd
Old Eagle Lake Rd
US Highway 17 N
Coleman Rd
Shell Rd
Gray Rd
Gilbert St
Palm Dr
Camellia Dr
Eagle Haven Dr
Lake Howard Dr
Lake Thomas Dr
Leslie Ave
Allen Ave
Sunset Cove Dr
King Rd
Kings Pond Ave
Tera Ln
Crystal Beach Rd
Spirit Lake Rd
Old 9 Foot Rd
Cooley Rd
Cameron Rd
Croton Rd
Starling Rd
Lake Link Rd
Park Ln
Lake Otis Rd
Hernando Rd
Polk Dr SE
Desoto Rd
Suwanee Rd SE
Duwal Rd SE
Wakulla Dr SE
Alachua Dr
Rydalmont Rd
N Lake Eloise Dr
W Lake Eloise Dr
Lake Lulu Dr
Avenue Z SE
Avenue O SW
Avenue O SE
Avenue M SW
Avenue L SE
Avenue K SE
Avenue J SE
Avenue I SE
Avenue H SE
Avenue G SE
Avenue F SE
Avenue E SE
Avenue D SE
Avenue C SE
Country Pl
Rolling Oaks Dr
Imperial Dr
Bermuda Ct
Laura Ln
Dale Dr
Grady Polk Rd
Mullins Rd
S Terrace Dr
E Eagle Ave
Odin Dr
Snively Ave
Stafford Dr
Ashford Dr
Monterey Dr
Lake Howard Dr
Recker Hwy
Taylor Blvd
Fern Rd
Hatfield Rd
Pond Ave
Tera Ln
Camellia Dr
Eagle Haven Dr
Palm Dr
Gilbert St
Shell Rd
Gray Rd
Grady Polk Rd
Mullins Rd
Lake Howard Dr
Lake Thomas Dr
Sunset Cove Dr
Leslie Ave
Allen Ave
Coleman Rd
Winter Lake Rd
Cypress Gardens Blvd
Lake Lulu Dr
Avenue Z SE
Rydalmont Rd
N Lake Eloise Dr
Park Ln
Lake Otis Rd
Lake Link Rd
Hernando Rd
Polk Dr SE
Desoto Rd
Suwanee Rd SE
Duwal Rd SE
Wakulla Dr SE
Alachua Dr

N

N.T.S.

CR 655 (Lake Shipp Dr S) (Winter Haven Area)

Request for Parking Restrictions



POLK COUNTY ROADS & DRAINAGE DIVISION
NO PARKING, STOPPING OR STANDING REQUEST

ROAD DESCRIPTION

Name	CR 655 (Lake Shipp Dr S)			**Number**	960523
Section	5	**Township**	29 S	**Range**	26 E
Commission District	3	**Maintenance Unit**	R3	**Functional Classification**	RMC
From	US 17	**Node**	N/A	**Mile Post**	N/A
To	SR 655	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	**84232**	**Internal Request**		**External Request**	✓

External Agency Name (If Applicable)

Problem Statement:
Winter Haven Police Department requests parking restriction due to visibility issues being caused by the parking of vehicles.

REQUEST FOR POSTING

No Parking	✓	**No Stopping**	✓	**No Standing**	✓

Direction of road	NW-SE
Which side of road	Northeast
Distance in feet	

Findings:
Roads & Drainage has verified that the parking of vehicles in this area creates potential visibility concerns. Recommend signs be posted restricting parking on the northeast side from High Street to Gasparilla Pass.

PICTURE OF LOCATION



Review conducted by	Steve Logan	**Date**	8/20/2025
Entered by	Steve Logan	**Date**	8/20/205
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.	**Date**	8/20/2025

Signature

Agenda Item R.40. 9/2/2025

SUBJECT

Adopt a Resolution Setting Parking Restrictions on Herndon Road, near Frostproof ($727.27 one-time expense)

DESCRIPTION

The Roads & Drainage Division has received a request from the Roadway Maintenance Section to restrict parking on Herndon Road. Herndon Road is in the Frostproof area in S-27, T-31S, R-28E, and is classified as a Local Residential road.

Staff conducted parking studies along Herndon Road to analyze this request and determined that the parking of vehicles along the roadway creates a maintenance issue for the County.

Pursuant to FS 316.008, the Board of County Commissioners is vested with the authority to set parking restrictions on County roadways. Additionally, the posting of the requested restrictions will promote public safety and assist the Polk County Sheriff's Office in their enforcement efforts.

To comply with statutory requirements, it is necessary for the Board to adopt a Resolution establishing the parking restrictions.

RECOMMENDATION

Request Board adopt the associated Resolution to establish parking restrictions for Herndon Road. Estimated cost for installation of the signs is $727.27.

FISCAL IMPACT

Funds are budgeted in the FY 24/25 Transportation Millage Fund.

CONTACT INFORMATION

Amy J. Gregory, P.E.
Traffic Manager
863.535.2200

Jay M. Jarvis, P.E.
Roads & Drainage Division Director
863.535.2200

RESOLUTION NO.: _____

WHEREAS, the Polk County Roads & Drainage Division, conducted parking studies on the following County-maintained Local Residential road:

Herndon Road (Road Number 182705) from Lake Reedy Boulevard North to County Road 630 (Indian Lake Cutoff), Located in S-27, T-31S, R-28E, and

WHEREAS, said studies were made in accordance with the procedures established by the State of Florida Department of Transportation, and said studies verified that the parking of vehicles in this location creates a maintenance concern, and

WHEREAS, under the laws of the State of Florida, the Board of County Commissioners is vested with the authority to restrict parking on County maintained roads.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Roads & Drainage Division is herewith directed to cause Herndon Road to be posted “No Parking, Stopping or Standing” on the west side 370 feet north of Lake Reedy Boulevard North to 150 feet south of County Road 630 (Indian Lake Cutoff).

DATED this 2nd day of September 2025.

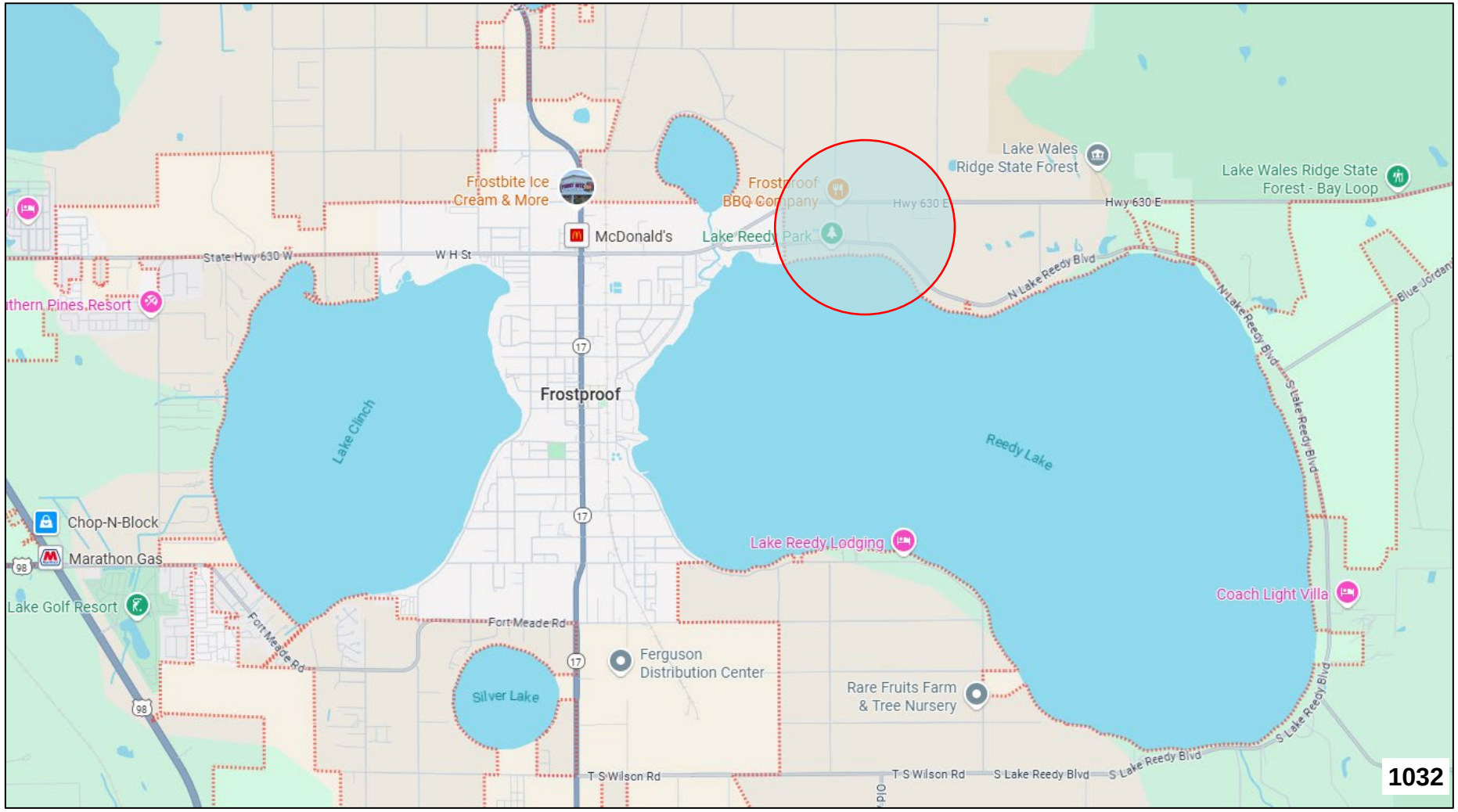
N

N.T.S.

Herndon Rd (Frostproof Area)

Request for Parking Restrictions

Vicinity Map



N

N.T.S.

Herndon Rd (Frostproof Area)

Request for Parking Restrictions



POLK COUNTY

POLK COUNTY ROADS & DRAINAGE DIVISION
NO PARKING, STOPPING OR STANDING REQUEST

ROAD DESCRIPTION

Name	Herndon Rd			**Number**	182705
Section	27	**Township**	31 S	**Range**	28 E
Commission District	2	**Maintenance Unit**	R6	**Functional Classification**	LR
From	Lake Reedy Dr N	**Node**	N/A	**Mile Post**	N/A
To	CR 630	**Node**	N/A	**Mile Post**	N/A

REASON FOR RESOLUTION

Customer Service Request #	**84030**	**Internal Request**	✓	**External Request**	
External Agency Name (If Applicable)					

Problem Statement:
Citizen requests parking restriction due to maintenance issues being caused by the parking of vehicles.

REQUEST FOR POSTING

No Parking	✓	**No Stopping**	✓	**No Standing**	✓
Direction of road	North-South	**Findings:** Roads & Drainage has verified that the parking of vehicles in this area creates potential maintenance concerns. Recommend signs be posted restricting parking on the west side from 370 feet north of Lake Reedy Dr N to 150 feet south of CR 630 (Indian Lake Cutoff).			
Which side of road	West				
Distance in feet					

PICTURE OF LOCATION



Review conducted by	Steve Logan	**Date**	8/13/2025
Entered by	Steve Logan	**Date**	8/13/2025
Concurred/authorized by Traffic Manager	Amy J. Gregory, P.E.	**Date**	
Signature	AJG		08/13/25

Polk County

Board of County Commissioners

Agenda Item R.41. 9/2/2025

SUBJECT

Approve Modification No. 1 to Consultant Services Authorization 2024-015-01 with Kennedy/Jenks Consultants, Inc. for the Holly Hill UFA No. 2 and Oak Hills No. 4 Wellheads project ($348,094 not-to-exceed, one-time expense)

DESCRIPTION

The Providence (FKA Oak Hills) Well No. 4 was drilled many years ago, but not connected to the Providence Water Production Facility system. As part of a recent development, a raw water main was extended to the well site. The Holly Hill Well No. 2 was recently drilled in coordination with an adjacent development/property owner. A new wellhead, pump, and associated appurtenances are needed for each of the wells to supply water to the respective water plants. On May 21, 2024, the Board approved Consultant Services Authorization 2024-015-01 for final design, permitting, and bid phase services in the amount of $485,710. Construction costs are being awarded at approximately $3.4M. The proposed modification in the amount of $348,094, consistent with CCNA requirements, will authorize the Consultant to provide project management and construction administration services in support of the project.

RECOMMENDATION

Request Board approve Modification No. 1 to Consultant Services Authorization 2024-015-01 with Kennedy/Jenks Consultants, Inc. for the Holly Hill UFA No. 2 and Oak Hills No. 4 Wellheads project at a cost not-to-exceed $348,094.

FISCAL IMPACT

Funding in the amount of $348,094 is available in the Utilities Community Investment Program Budget.

CONTACT INFORMATION

James Tully

Utilities CIP Projects Manager
Division Utilities
863-344-1848
E-mail Address: jamestully@polk-county.net <mailto:jamestully@polk-county.net>

Consultant Services Authorization - Modification

Firm	Kennedy/Jenks Consultants, Inc.
Master Agreement No.	2024-015
CSA No.	2024-015-01, Modification No.1
Project Name	Holly Hill UFA #2 and Oak Hills #4 Wellheads
Project Description	The consultant will provide project management and construction administration services so that use of these wells may begin upon project completion.
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule (if applicable) Exhibit "D"-Insurance Documents
Duration (in days)	This authorization shall be in full force and effect until the Consultant completes all services as identified in Exhibit "A".
Compensation	$ 485,710 (Original) + $ 348,094 (Mod 1) = $ 833,804 (Total)
Special Contract Conditions	NA
Insurance Requirements	Professional Liability
Liquidated Damages	$ 0.00 Per Day
Budget Source/Availability	42111.680536150.5666000.6812017 (Holly Hill Wellhead #2) 42111.680536150.5666000.6802041 (Oakhills/Prov. Wellhead #4)

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

_____
County Attorney's Office Date

Attest:

_____
Assistant Corporate Secretary, Matthew Munz

SEAL

Date: 07/01/2025

Kennedy/Jenks Consultants, Inc. Corporate SEAL Incorporated March 22, 1971 California

_____
CONSULTANT COMPANY NAME

_____
Authorized Corporate Officer

Corey Young, Vice President
[Printed Name and Title]

Date: 07/01/2025

Rev: 8/18/15

Exhibit A
Consultant Services Authorization
2024-15-01, Modification No. 1
Holly Hill UFA #2 and Oak Hills #4 Wellheads

Kennedy/Jenks Consultants, Inc., (Consultant) entered into a Master Consulting Agreement (Agreement) with Polk County, Florida (County) on January 9, 2024. Pursuant to this Agreement, the County has requested that the Consultant provide certain professional services in support of Holly Hill UFA #2 and Oak Hills #4 Wellheads (Project) as further detailed in this Consultant Services Authorization.

A. Project Background and Description

In March of 2023, the County completed the drilling of a well at the Holly Hill Water Production Facility (WPF), Holly Hill UFA #2. A new wellhead, pump and associated appurtenances are needed for the newly drilled well to supply water to the water plant. Well capacity and quality tests were completed at the same time as the well construction.

The Oak Hill #4 well was drilled in 2003, in what was an undeveloped area of the County. In 2006, a video survey, casing scrubbing, well development, and a variable rate pumping test were completed on the well. Development has since reached Oak Hill #4 well and it is now located on a parcel within the Garden Hills at Providence development. A raw water transmission main has been installed to the general proximity of the well and a wellhead, pump and associated appurtenances are needed to begin using the well.

The objectives for the Project include:

- Construction of wellheads, pumps, and associated appurtenances at Holly Hill UFA #2 and Oak Hills #4 wells to bring them online and supply additional raw water to the County.

The County has requested that the Consultant provide engineering services in support of the Project.

B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the following identified services. The Consultant shall ensure that all construction administration

services for the equipping of the Holly Hill UFA #2 and Oak Hills #4 Wellheads will be consistent with the Polk County Utilities Standards and Specifications Manual, latest edition, and other County requirements. This authorization shall be in full force and effect until the Consultant completes all services as described in the Consultant Services Authorization and any subsequent modifications hereto.

Phase 100 – Project Management

Task 101 – Project Management

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the County and Consultant's subconsultants.

Phase 700 – Construction Administration Services

These services will be performed during construction of the Project. For the purpose of this Consultant Services Authorization, it is assumed that the construction duration will not exceed 280 calendar days.

Landscape support services will be provided in accordance with the scope of services set forth in a June 16, 2025 proposal prepared by PGLA, Inc (refer to Attachment A-4).

Task 701 – Pre-Construction Meeting

The Consultant shall attend one (1) pre-construction meeting and prepare a meeting agenda and meeting summary (unless meeting agenda / minutes are included in contractor's scope).

Task 702 – Preliminary Matters and Contract Documents

Subtask 702A – Conformed Documents

The Consultant shall provide three (3) sets of 22" x 34" conformed construction drawings to scale and three (3) sets of technical specifications for distribution to the County and the contractor. Additionally, the Consultant shall also submit one (1) electronically signed and sealed set of all conformed drawings and technical specifications. The conformed construction drawings and technical specifications shall incorporate all changes and clarifications to the documents during the bid and pre-award phases.

Subtask 702B – Initial Submittals Review

The Consultant shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for

the Project. The Consultant shall provide written interpretations and clarifications of the Contract Documents as requested by the contractor and determine the acceptability of work. The Consultant will render in writing their opinions concerning the contractor's requests for formal decisions on claims and disputes. The Consultant will disapprove or reject work which is defective and / or require special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents.

Task 703 – Shop Drawing Review
Review contractor's shop drawings and other submittals for general conformance with the Contract Documents. It is assumed that a total of up to 240 submittals (including re-submittals) will be reviewed. A list of anticipated submittals is included as Attachment A-3.

Task 704 – Construction Progress Meetings
Attend eight (8) construction progress meetings and prepare a meeting agenda and meeting summary (unless meeting agenda / minutes are included in contractor's scope).

Task 705 – Construction Site Visits
The Consultant's Engineer of Record, or designated representative, will visit the site at intervals deemed appropriate by the Consultant to review the construction of the Project for general conformance with Contract Documents. At a minimum, the Engineer of Record and up to two (2) additional project staff will conduct a total of twelve (12) site visits (6 at each site) during the construction of the Project.

Task 706 – Applications for Payment
The Consultant will review applications for payment submitted by the contractor, including updated progress schedules, and will indicate in writing to the County a recommendation of payment or return the application to the contractor specifying in writing the reasons for not recommending payment. The Consultant's recommendation of payment will constitute a representation by the Consultant to the County that:

- The work has progressed to the point indicated;
- The quality of the work is generally in accordance with the Contract Documents; and
- The conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled based on the Consultant's site observations.

In the event that the work has not progressed in accordance with the approved construction schedule, the Consultant will request that the contractor submit a schedule recovery plan indicating corrective actions necessary to put the work back on schedule. The Consultant shall submit the contractor's application for payment to the County within five working days of receipt of the same. It is assumed that there will be nine (9) monthly applications for payment to review.

Task 707 – Requests for Information and Design Clarifications

Review Requests for Information (RFI) submitted by the contractor and provide written responses to the contractor. In addition, the Consultant may find items in the Contract Documents (drawings and specifications) that require clarification but do not necessitate a contract change order. The Consultant will initiate and issue Design Clarifications Memorandums (DCMs) to document the findings and provide the needed clarifications to the design documents. The Consultant shall maintain a log of all RFIs and DCMs log for the Project. It is assumed that up to twenty (20) RFIs will be reviewed and up to five (5) DCMs will be issued.

Task 708 – Change Orders

The Consultant will review requests from the contractor for changes in contract price or contract time and provide written comments to the contractor and the County. If acceptable, the Consultant will prepare a written change order to be signed by the Consultant and the contractor and submitted to the County for approval. This task includes the review of Allowance Authorization Releases and Contingency Releases. It is assumed that up to three (3) change orders will be reviewed.

Task 709 – Substantial Completion

Upon written notification and receipt of a list of items to be completed / corrected from the contractor, the Consultant will visit the site to determine if the work or a designated portion thereof is substantially complete. For the purpose of this task, the Consultant assumes that two (2) substantial completion site visits will be required. When the work (or a portion thereof) is deemed to be substantially complete, the Consultant will prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed / corrected.

Task 710 – Project Close-Out

Subtask 710A – Final Completion Site Visit

Upon written notification from the contractor that the entire work is complete, the Consultant will visit the site to determine if the work is complete as required by the Contract Documents. For the purpose of this task, the Consultant assumes that one (1) final completion site visit will be required for each site (assumed to be both completed on the same day) and will be attended up to three (3) Consultant team members. When the work is deemed to be complete by the Consultant and the County, the Consultant will review the contractor's final application for payment and accompanying documentation and provide a written recommendation of payment to the County. The Consultant will also give written notice to the County and the contractor that the work is acceptable subject to the provisions of Article 16 of the County's General Conditions.

Subtask 710B – Record Drawings

The Consultant will review the contractor's as-built drawings for completeness and compliance with County requirements. This effort shall include the preparation of written comments for submission to the contractor based on the Consultant's review of the as-built drawings. The Consultant will prepare record drawings based on the contractor's as-built data in accordance with the Utilities Standards and Specifications Manual. One (1) complete 22" x 34 set of draft record drawings shall be submitted for review by the County. The Consultant will incorporate comments from the draft review, then submit signed and sealed electronic sets (Portable Document Format and AutoCAD) and one (1) signed and sealed 22" x 34" hard copy set of the record drawings to the County within 30 days of the receipt of the contractor's final as-built drawings.

Subtask 710C – Polk County Health Department Compliance Support

The Consultant shall prepare and submit a "Certification and Request for Clearance to Place Permitted Public Water System Components into Operation" (Form 62-555.900(9)) to the Polk County Health Department for each non-contiguous portion of the Project.

C. Deliverables

The Consultant shall prepare and submit to the County, including electronic format when applicable, the following deliverables:

Task	Activity	Deliverable
701	Pre-Construction Meeting	Meeting agenda and minutes (if not the contractor's responsibility)
702	Contract Documents	Three (3) sets of 22" x 34" conformed construction drawings and technical specifications; written interpretations, clarifications, opinions
704	Progress Meetings	Meeting agenda and minutes (if not the contractor's responsibility)
706	Pay Applications	Written comments on payment applications, as applicable
707	Requests for Information	Written responses to contractors' Requests For Information (Portable Document Format)
708	Change Orders	Written comments on Change Orders, Allowance Authorization Releases, and Contingency Releases
709	Substantial Completion	Certificate of Substantial Completion (with punch list)
710	Project Close-Out	Certificate of Final Completion; one (1) signed / sealed set (22" x 34") record drawings and two (2) electronic sets (Portable Document Format and AutoCAD); construction completion certifications (as required)

D. Schedule

Consultant will continue with the services identified herein immediately upon receipt of an executed copy of this Consultant Services Authorization. The projected schedule for the performance of services described herein is included as Attachment A-1. An updated electronic version of the Project schedule in Microsoft Project will be provided to the County within 10 working days from the issuance of the Notice-to-Proceed. Delivery of the schedule may be in other electronic formats so long as they accurately portray the approved scope of services with sufficient detail subject to staff approval. Should additional time be required beyond the schedule depicted in Attachment A-1, the Consultant will provide an updated Attachment A-1 (schedule) to the Utilities and Procurement Divisions. Following staff approval, the updated Attachment A-1 will be

forwarded by Utilities staff to Procurement staff for inclusion in the contract file with no further administration action required for extension.

E. Compensation

Modification No. 1 services associated with Consultant Services Authorization 2024-015-01 (originally $485,710) establishes a not-to-exceed cost of $348,094 for a revised total cost of $833,804. Compensation for the services performed under this Consultant Services Authorization shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Master Consulting Agreement 2024-015. Other direct costs or expenses incurred in connection with this Consultant Services Authorization will not be invoiced as these expenses have been accounted for in the rate multiplier associated with the Master Consulting Agreement referenced above. A summary of the estimated labor costs is provided in Attachment A-2 for reference only. Each invoice submittal shall include a tabular summary of the originally estimated labor costs by phase in accordance with Attachment A-2, fees invoiced to date, and the balance remaining per phase. The transfer of funds between defined phases is not permitted unless approved in advance in writing by the County Utilities Director. To request consideration for such a transfer, the Consultant must submit satisfactory written justification to transfer unused funds from phases with completed tasks or tasks clearly tracking under budget to phases with tasks requiring additional funding. In addition, the transfer of funds shall not exceed the total authorized fee for the Project. The not-to-exceed cost for this Consultant Services Authorization includes contingency funds in the amount of $25,000. The contingency funds authorized for use on this Consultant Services Authorization may only be expended upon written approval from the County's Utilities Director. Adequate justification must be provided by the Consultant for the release of contingency funds. Any out-of-scope services performed requiring the release of contingency funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the County's Utilities Director.

The Consultant will minimally provide a consultant invoice summary with each invoice, based on a mutually agreed-upon breakdown of phases and tasks in Attachment A-2 that reflect the effort and deliverables submitted to the County. The summary will depict

the overall phases, associated budgets, amounts invoiced to date, and balance remaining. Invoices for compensation submitted by the Consultant will include the reviewed and approved consultant invoice summary, an updated Project schedule, notarized affidavits (as applicable), and the monthly status report.
Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction. In addition, all invoices shall be submitted with the Consultant Services Authorization number, purchase order number, and the Polk County Utilities Project and Records Room numbers on the invoice.

The Consultant agrees that, in the event that design errors and / or omissions are discovered during construction, all services rendered by the Consultant to correct said design errors and / or omissions will be considered out-of-scope services and shall not be invoiced to the County.

F. County's Responsibilities

The County will provide the following information to the Consultant and / or perform the following services related to the Project:

- Easement documents

G. Services Not Included

The following services are not included in the Scope of Services for the Project:

- Full time resident project representative services
- Construction surveying services
- Special inspection and testing services
- Resident engineer and inspection services
- Health and safety plan
- Storm Water Pollution Prevention Plan (SWPPP)
- Start-up, testing and commissioning plan
- Operation and maintenance data/manuals
- Operations plan
- Training

- Asset management
- Construction permits
- Public outreach services
- Environmental evaluation and mitigation, including contaminated soils or groundwater, should they be found during excavation

H. Assumptions

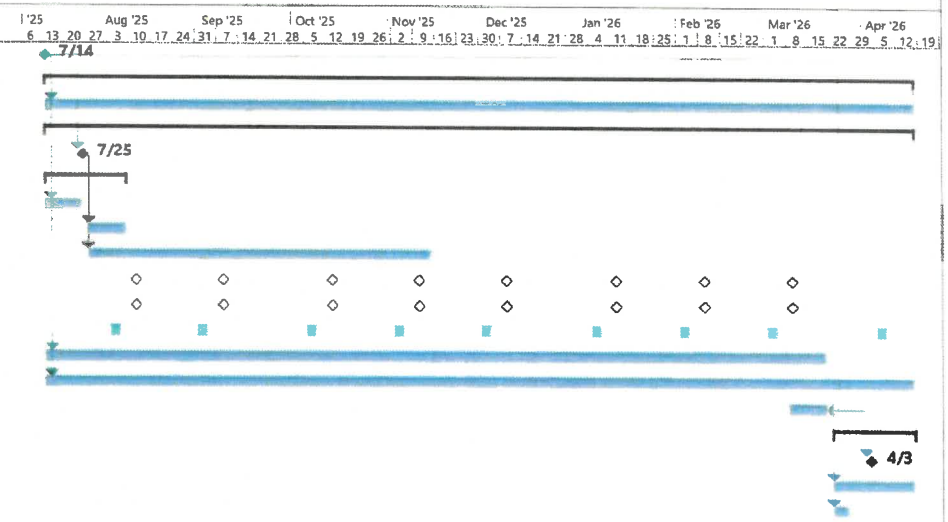
The Scope of Services and compensation arrangement outlined in this Consultant Services Authorization are based on the following assumptions:

- Consultant's schedule and compensation are based on providing the above services for a period of ten (10) months. This schedule provides nine (9) months of construction administration services and one (1) month for Project Close-Out.
- Construction Administration Services are estimated based on a single construction contract, inclusive of both well sites.
- Construction site visits will occur on the same day as construction progress meetings. Four additional construction site visits (for a total of 12) will be conducted on days that don't coincide with the construction progress meetings.
- The Consultant will require special inspection or testing by the contractor as may be deemed necessary to assess conformance with the Contract Documents.
- Assumed quantities listed with Scope of Services for the Project (i.e., number of months, meetings, personnel, site visits, RFIs, submittals/shop drawings, pay applications, change orders, etc.) are the basis for hourly, not-to-exceed fee. Any exceedance of these assumed quantities is considered additional, out-of-scope services and may require additional authorization and compensation.

The remainder of this page is intentionally left blank.

ATTACHMENT A-1
Polk County Utilities
Holly Hill UFA #2 and Oak Hills #4 Wellheads

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Mon 7/14/25	Mon 7/14/25
2	**Phase 100 - Project Management**	**200 days**	**Mon 7/14/25**	**Fri 4/17/26**
3	Task 101 - Project Management	10 mons	Mon 7/14/25	Fri 4/17/26
4	**Phase 700 - Construction Administration Services**	**200 days**	**Mon 7/14/25**	**Fri 4/17/26**
5	Task 701 - Pre-Construction Meeting	0 days	Fri 7/25/25	Fri 7/25/25
6	**Task 702 - Preliminary Matters and Constract Documents**	**20 days**	**Mon 7/14/25**	**Fri 8/8/25**
7	Subtask 702A - Conformed Documents	2 wks	Mon 7/14/25	Fri 7/25/25
8	Subtask 702B - Initial Submittals Review	2 wks	Mon 7/28/25	Fri 8/8/25
9	Task 703 - Shop Drawing Review	4 mons	Mon 7/28/25	Fri 11/14/25
10	**Task 704 - Construction Progress Meetings**	**150 days**	**Tue 8/12/25**	**Tue 3/10/26**
19	**Task 705 - Construction Site Visits**	**150 days**	**Tue 8/12/25**	**Tue 3/10/26**
28	**Task 706 - Applications for Payment**	**178 days**	**Mon 8/4/25**	**Wed 4/8/26**
38	Task 707 - Requests for Information and Design Clarifications	9 mons	Mon 7/14/25	Fri 3/20/26
39	Task 708 - Change Orders	10 mons	Mon 7/14/25	Fri 4/17/26
40	Task 709 - Substantial Completion	2 wks	Mon 3/9/26	Fri 3/20/26
41	**Task 710 - Project Close-Out**	**20 days**	**Mon 3/23/26**	**Fri 4/17/26**
42	Subtask 710A - Final Completion Site Visit	0 days	Fri 4/3/26	Fri 4/3/26
43	Subtask 710B - Record Drawings	1 mon	Mon 3/23/26	Fri 4/17/26
44	Subtask 710C - Polk County Health Department Compliance Support	1 wk	Mon 3/23/26	Fri 3/27/26



Project: 2025-06-11_Holly Hills
Date: Tue 6/10/25

Task | Milestone | Summary | Project Summary | Rolled Up Task | Rolled Up Progress | Rolled Up Milestone | Manual Task | Manual Milestone | Manual Summary Rollup | Rolled Up Manual Task | Progress | Manual Progress

Proposal Fee Estimate

ATTACHMENT A-2

Kennedy Jenks

CLIENT Name: Polk County Utilities

PROJECT Description: Holly Hill UFA #2 and Oak Hills #4 Wellheads - Construction Administration Services

Proposal/Job Number: 2477001*01

Date: 6/16/2025

Classification	Eng-Sci-8 Jeff Mahle, ES&C QC	Eng-Sci-8 Corey Young, PM	Eng-Sci-8 Ryan Ray, Bldg Mech QC	Eng-Sci-8 Jeff Wouters, Struc QC	Eng-Sci-7 Jose Cuevas, Civil QC	Eng-Sci-7 Matt Munz, Mech QC	Eng-Sci-6 Mark Preston, Arch	Eng-Sci-6 Mike Weismuth, Struc	Eng-Sci-5 Tim Kelly, Elec	Eng-Sci-5 Steve Jones, Civil	Eng-Sci-4 Ricardo Mejia, I&C	Eng-Sci-3 Angela Cadena, Proj. Eng.	Eng-Sci-2 Karen Girgis, Bldg Mech	Sr. CAD-Design Scott Applegate, Lead	CAD-Design Bryan Heffer, Mech	Sr. CAD-Tech Geovanny Chamorro, Civil	Project Assistant Kim Paduano	Admin. Assist. Gaby Lara	Total Hours	KJ Labor Fees	Sub PGLA (Landscape)	Total Labor	Total Bills	Total Expenses	Total Labor + Subs + Expenses
Hourly Rate:	$349.00	$302.12	$289.29	$306.99	$294.99	$294.99	$251.26	$220.01	$214.25	$234.24	$191.88	$141.03	$134.88	$165.41	$144.77	$133.33	$103.33	$107.94	Hours	Fees	Fees				Fees
Phase 100 - Project Management																									
Task 105 - Project Management		60				10											30		100	$24,176		$24,176	$0	$0	$24,176
Phase 100 - Subtotal	0	60	0	0	0	10	0	0	0	0	0	0	0	0	0	0	30	0	100	$24,176	$0	$24,176	$0	$0	$24,176
Phase 700 Construction Administration Services																									
Task 701 - Pre-Construction Meeting		8							6		4	10							28	$5,830		$5,830	$0	$0	$5,830
Task 702 - Preliminary Matters and Contract Documents																			0	$0		$0	$0	$0	$0
Subtask 702A - Conformed Documents		4					2	4	8	4	8	12	4	4	8	32	2	4	100	$16,644	$500	$16,644	$500	$0	$16,644
Subtask 702B - Initial Submittals Review		8				2						8							18	$3,631		$3,631	$0	$0	$3,631
Task 703 - Shop Drawing Review (240)	16	66	2	26	4	4	48	116	118	32	52	216	10						712	$147,813	$500	$147,813	$500	$0	$148,313
Task 704 - Construction Progress Meetings (8)		16							8			32							56	$11,061		$11,061	$0	$0	$11,061
Task 705 - Construction Site Visits (12)		72							72			96							240	$50,718	$1,000	$50,718	$1,000	$0	$51,718
Task 706 - Applications for Payment (9)		9										18							27	$5,258		$5,258	$0	$0	$5,258
Task 707 - Requests for Information (20) and Design Clarifications (5)	2	20	1	2	2	2		4	16	8	12	20	2	1	4	8			100	$21,269	$500	$21,252	$500	$0	$21,752
Task 708 - Change Orders (3)	2	6				2		2	6	2	2	2							24	$5,902		$5,902	$0	$0	$5,902
Task 710 - Project Close-Out																			0	$0		$0	$0	$0	$0
Subtask 710A - Final Completion Site Visit (1)		8							8			12							28	$5,823		$5,823	$0	$0	$5,823
Subtask 710B - Record Drawings		4						2	16	4	4	16	4	8	16	48		2	124	$19,751	$500	$19,751	$500	$0	$20,251
Subtask 710C - Polk County Health Department Compliance Support		4				2						8							14	$2,927		$2,927	$0	$0	$2,927
Phase 700 - Subtotal	20	223	3	28	6	12	50	128	258	46	82	462	20	13	28	96	2	10	1468	$295,818	$3,000	$295,818	$3,000	$0	$298,818
Contingency																				$0	$0	$0	$0	$25,000	$25,000
All Phases Total	20	283	3	28	6	22	50	128	258	46	82	462	20	13	28	96	32	10	1568	$320,094	$3,000	$320,094	$3,000	$25,000	$348,094

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ATTACHMENT A-3

PCU Holly Hill and Oak Hills Wellheads - Submittal List

Div. No.	Spec Section #	Spec. Title	Description of Submittal	Submittal Count
1	01 31 00	Coordination and Project Requirements	Construction Schedule (monthly updates)	8
1	01 33 00	Submittal Procedures	Plan of Operations	1
1	01 57 00	Temporary Controls for Environmental Protection	Environmental Protection Plan	1
1	01 75 00	Facility Commissioning, Testing, and Startup	Startup Plan, Forms, and Schedule	1
1	01 77 00	Closeout Procedures	As-Built Drawings	1
1	01 77 00	Closeout Procedures	Special Guarantee	1
2	02 40 00	Demolition	Solid Waste Management Plan	1
3	03 10 00	Concrete Formwork and Formwork Accessories	Formwork products	1
3	03 15 00	Concrete Joints and Accessories	Product Data	1
3	03 15 00	Concrete Joints and Accessories	Shop Drawings	2
3	03 15 00	Concrete Joints and Accessories	Quality Control Certifications	1
3	03 20 00	Concrete Reinforcement and Reinforcement Supports	Product Data	1
3	03 20 00	Concrete Reinforcement and Reinforcement Supports	Shop Drawings	2
3	03 30 00	Concrete Mixtures, Handling, Placing, and Constructing	Product Data	1
3	03 30 50	Hot Weather Concreting	Shop Drawings	2
3	03 30 50	Hot Weather Concreting	Quality Assurance	1
3	03 33 00	Concrete Curing and Protection	Product Data	1
3	03 33 00	Concrete Curing and Protection	Samples	1
3	03 35 00	Concrete Finishing (Structural)	Product Data	1
3	03 60 00	Grouts	Product Data	2
4	04 22 00	Concrete Masonry Units	Product Data and Procedures	1
4	04 22 00	Concrete Masonry Units	Shop Drawings for Reinforcement in CMU	1
4	04 22 00	Concrete Masonry Units	Information for Grout and Mortar Mix Design	1
4	04 22 00	Concrete Masonry Units	Test Reports and Information	1
5	05 05 23	Concrete Anchors	Product Data	1
5	05 05 23	Concrete Anchors	Anchor Installation Plan	4
5	05 50 00	Metal Fabrications (Miscellaneous Metals)	Product Data	2
5	05 50 00	Metal Fabrications (Miscellaneous Metals)	Shop Drawings	2
9	09 26 15	Textured Acrylic Finishes	Product Data	1
9	09 91 00	Painting	Product Data	1
9	09 96 00	High Performance Coatings	Product Data	5
10	10 40 00	Identifying Devices	Product Data	1
10	10 40 00	Identifying Devices	Shop Drawings	1
10	10 40 00	Identifying Devices	Samples	1
22	22 00 00	Plumbing	Manufacturer's Information	2
22	22 00 00	Plumbing	Operations and Maintenance Manuals	1
23	23 00 00	Heating, Ventilating, and Air Conditioning	Provide shop drawings and technical literature	1
23	23 00 00	Heating, Ventilating, and Air Conditioning	Signed and sealed structural calculations and detailed drawings	1
23	23 00 00	Heating, Ventilating, and Air Conditioning	Manuals	1
26	26 01 26	Electrical Tests	Complete system test procedures and test record forms	1
26	26 01 26	Electrical Tests	Completed test results to the Professional for review	2
26	26 05 01	Electric Motor Drives	Shop drawing	2
26	26 05 19	Low Voltage Wire and Cable	Material or equipment data	1
26	26 05 20	Signal Cable	Material or equipment data	1
26	26 05 26	Electrical Grounding	Material or equipment data	1
26	26 05 33	Conduit, Raceways and Fittings	Complete catalog cuts	1

ATTACHMENT A-3
PCU Holly Hill and Oak Hills Wellheads - Submittal List

Div. No.	Spec Section #	Spec. Title	Description of Submittal	Submittal Count
26	26 05 33	Conduit, Raceways and Fittings	Dimensioned layout drawings of cable tray routings, including elevations	2
26	26 05 43	Underground Electrical Work	Shop Drawings	2
26	26 05 73	Power System Studies	Product Data	1
26	26 05 73	Power System Studies	Results of the Short-Circuit Study	4
26	26 05 73	Power System Studies	Sample arc flash warning labels for each piece of equipment	2
26	26 09 00	Control Devices	Material or equipment data	1
26	26 22 00	Dry Type Transformers	Material or equipment data	1
26	26 24 16	Panelboards	Material or equipment data	1
26	26 24 16	Panelboards	Shop Drawings	1
26	26 24 16	Panelboards	Field acceptance test results.	1
26	26 27 26	Wiring Devices	Material or equipment data	1
26	26 28 00	Protective Devices and Switches	Material or equipment data	1
26	26 29 13	Motor Starters	Material or equipment data	1
26	26 29 23	Variable Frequency Drives (VFD)	Material or equipment data	1
26	26 29 23	Variable Frequency Drives (VFD)	Certified factory test report	1
26	26 29 23	Variable Frequency Drives (VFD)	Manuals	1
26	26 29 23	Variable Frequency Drives (VFD)	Certified field test report	1
26	26 33 54	Uninterruptible Power Supply (UPS) 1.5 Kva and Smaller	Material or equipment data	1
26	26 33 54	Uninterruptible Power Supply (UPS) 1.5 Kva and Smaller	Manuals	1
26	26 36 00	Automatic and Non-Automatic Transfer Switches	Material or equipment data	1
26	26 36 00	Automatic and Non-Automatic Transfer Switches	Manuals	1
26	26 43 00	Surge Protective Devices	Catalog cut sheets	1
26	26 05 00	Lighting	Material or equipment data	1
26	26 05 00	Lighting	Photometric curves	1
26	26 05 00	Lighting	Shop Drawings	1
28	28 21 00	Surveillance Cameras	Shop drawings	1
28	28 21 00	Surveillance Cameras	Manuals	1
31	31 00 00	Earthwork	Informational Purposes - Excavation Protection Plan	1
31	31 00 00	Earthwork	Informational Purposes - Dewatering Plan	1
31	31 00 00	Earthwork	Product Data	2
31	31 00 00	Earthwork	Samples and Test Results	1
32	32 12 16	Paving and Surfacing	Product Data	1
32	32 12 16	Paving and Surfacing	Samples and Test Results	1
32	32 16 00	Concrete Curb, Gutters, and Sidewalks	Product Data	1
32	32 31 24	Ornamental Aluminum Fences and Gates	Product Data	1
32	32 31 24	Ornamental Aluminum Fences and Gates	Shop drawings	1
32	32 31 24	Ornamental Aluminum Fences and Gates	Manufacturer's standard and custom color selections	1
32	32 31 24	Ornamental Aluminum Fences and Gates	Calculations or design certification	1
32	32 84 00	Planting Irrigation	Proposed work schedule	1
32	32 84 00	Planting Irrigation	Product Data	1
32	32 93 00	Planting	Product Data	1
33	33 01 10	Disinfection	Disinfection Plan	1
33	33 05 05	Pipeline Hydrostatic Pressure Testing	Testing Plan	1
33	33 05 19	Ductile Iron Pipe and Fittings	Product Data	1
40	40 05 08	Pipe Supports	Shop Drawings	2
40	40 05 08	Pipe Supports	Anchorage design	2

ATTACHMENT A-3

PCU Holly Hill and Oak Hills Wellheads - Submittal List

Div. No.	Spec Section #	Spec. Title	Description of Submittal	Submittal Count
40	40 05 61	Gate Valves	Manufacturer's product data	1
40	40 05 61	Gate Valves	Manuals	1
40	40 05 65	Check Valves	Manufacturer's product data	1
40	40 05 65	Check Valves	Manuals	1
40	40 05 68	Air Valves	Manufacturer's product data	1
40	40 05 68	Air Valves	Manuals	1
40	40 27 00	Piping, Valves, and Accessories	Shop Drawings	15
40	40 27 00	Piping, Valves, and Accessories	Manuals	1
40	40 27 00	Piping, Valves, and Accessories	Field test reports	1
40	40 27 10	Pipe Couplings	Manufacturer's product data	1
40	40 27 10	Pipe Couplings	Manuals	1
40	40 63 00	Programmable Logic Controllers	Shop Drawings	1
40	40 66 00	Networking and Communication Equipment	Data on the proposed wireless service carrier	1
40	40 66 00	Networking and Communication Equipment	Pre-construction Network Topology Diagram	2
40	40 66 00	Networking and Communication Equipment	Testing reports	1
40	40 66 00	Networking and Communication Equipment	Operations and Maintenance Manual	1
40	40 67 00	Panels	Shop Drawings	1
40	40 67 00	Panels	Manuals	1
40	40 68 01	Process Control Software Modification	SCADA programmers' qualifications	1
40	40 68 01	Process Control Software Modification	Color screen print outs	1
40	40 68 01	Process Control Software Modification	Manuals	1
40	40 71 00	Flow Measurement	Shop Drawings and Product Data	1
40	40 71 00	Flow Measurement	Factory Testing and Calibration	1
40	40 71 00	Flow Measurement	Manuals	1
40	40 73 00	Pressure Measurement	Shop Drawings	1
40	40 73 00	Pressure Measurement	Manuals	1
40	40 78 00	Panel Mounted and Miscellaneous Field Instruments	Shop drawings	1
43	43 24 13	Vertical Turbine Pumps	Shop Drawings	2
43	43 24 13	Vertical Turbine Pumps	Performance Testing	2
43	43 24 13	Vertical Turbine Pumps	Manuals	1

	Submittals	Total Hours
Subtotal	171	556
Resubmittals (assume 40%)	69	156
Total	240	712

Phil Graham
LANDSCAPE ARCHITECTURE

ATTACHMENT A-4

535 Central Avenue
St. Petersburg, FL 33701
T/ 727.821.5225
PhilGrahamLA.com

Design Services Since 1969

ADDITIONAL SERVICES AGREEMENT

To: Kennedy/Jenks Consultants, Inc.
C/o Corey Young, PE
2202 N West Shore Blvd, Suite 200
Tampa, FL 33607

Re: Professional Services
Additional Services

Date: June 16, 2025

PRIMARY AGREEMENT:

The Primary Agreement dated effectively April 24, 2024 between Phil Graham Landscape Architecture and Kennedy/Jenks Consultants, Inc. shall be the controlling document for Professional Services provided under this Additional Services Agreement and all terms and conditions contained therein shall apply to the services stated herein.

ADDITIONAL SCOPE OF WORK:

Phil Graham Landscape Architecture (CONSULTANT) shall provide **Kennedy/Jenks** (CLIENT) professional services to include the following:

- Professional observation of scope-related construction as described herein

ADDITIONAL SCOPE OF SERVICES:

Task 4: Professional Observation

4.1 Prepare conformed drawings (as may be necessary) to accommodate inquires during contractor bidding
4.2 Attend one (1) virtual pre-construction conference with CLIENT and scope-related contractor
4.3 Attend up to two (2) on-site conferences during construction
4.4 Prepare response(s) to CLIENT of Requests For Information during construction
4.5 Prepare response(s) to CLIENT of Contractor submittals
4.6 Prepare record drawings

ADDITIONAL FEES:

CONSULTANT agrees to provide CLIENT professional additional services described herein for a lump sum fee of **$ 3,000.00.**

Exhibit "B"

Kennedy Jenks Consultants, Inc.
Fee Schedule November 2023

	Range of Direct Labor Rates		Range of Billing Rates	
Billing Classification	**Min**	**Max**	**Min**	**Max**
Engineer/Scientist/Specialist 1	22.00	25.00	67.07	76.21
Engineer/Scientist/Specialist 2	25.97	44.24	79.17	134.86
Engineer/Scientist/Specialist 3	31.64	50.79	96.45	154.83
Engineer/Scientist/Specialist 4	35.99	74.18	109.71	226.13
Engineer/Scientist/Specialist 5	46.10	73.56	140.53	224.24
Engineer/Scientist/Specialist 6	53.23	82.92	162.27	252.78
Engineer/Scientist/Specialist 7	54.16	100.00	165.10	304.85
Engineer/Scientist/Specialist 8	72.11	123.60	219.82	340.00*
Engineer/Scientist/Specialist 9	91.41	160.00	278.66	360.00*
Senior CAD Designer	46.00	54.26	140.23	165.41
CAD Designer	37.23	49.04	113.49	149.50
Senior CAD Technician	26.99	44.72	82.28	136.33
CAD Technician	30.16	35.09	91.94	106.97
Project Assistant	27.61	51.51	84.17	157.03
Administrative Assistant	22.87	44.00	69.72	134.13

*Capped to maximum rate

Multiplier Calculation November 2023

Multiplier Calculation	
Direct Labor	1.00
Payroll Burden / Fringe Benefits	0.59
Overhead / General Administrative	1.24
Direct Expenses	0.05
Subtotal	2.88
Profit (6 %)	0.17
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.	Special Consultants	Actual costs
3.	Travel Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook.
4.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs

CERTIFICATE OF LIABILITY INSURANCE

10/1/2025

DATE (MM/DD/YYYY) 6/24/2025

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	Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURED 1372166	KENNEDY/JENKS CONSULTANTS, INC. 275 BATTERY ST., SUITE 550 SAN FRANCISCO CA 94111

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee and Liab. Ins. Co.	26247
INSURER C : Columbia Casualty Company	31127
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22032768 **REVISION NUMBER:** XXXXXXX

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	GLO 5833581	10/1/2024	10/1/2025	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 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP 9326879	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	Y	SXS 4152107	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 9326878	10/1/2024	10/1/2025	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	PROFESSIONAL LIABILITY	N	Y	AEH591952650	10/1/2024	10/1/2025	$2,000,000 PER CLAIM $2,000,000 ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CONTRACT NUMBER: CSA 2024-015-01, PROJECT: HOLLY HILL UFA #2 AND OAK HILLS #4 WELLHEADS ESDC.

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA/EXCESS LIABILITY, WORKERS COMPENSATION/EMPLOYERS LIABILITY AND PROFESSIONAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

22032768
POLK COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
330 WEST CHURCH STREET
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 Joseph M Arnelle

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BACKUP DOCUMENTS

POLK COUNTY

Project Checklist

- Project Name: Modification No. 1 to Consultant Services Authorization 2024-015-01 for the Holly Hill UFA No. 2 and Oak Hills No. 4 Wellheads
- Project Location: Northeast Regional Utility Service Area
- Source of Funds: Funding is available in 42111.680536150.5666000.6802041 (Oakhills/Providence Well #4 Wellhead Installation CIP Project Budget)
- Project Cost Summary: $348,094
- Certifications: This request has been reviewed by:

James Tully, P.E., R.G.
Utilities CIP Projects Manager

Charles Richards, CPA
Customer Service/Finance Manager

Tamara Richardson, P.E.
Utilities Division Director

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 #: 2024-015-01 Mod. 1 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 06/27/2025 Division: Utilities

Project Manager's Name: James Tully JT Phone #: 863-344-1848
Project Name: Holly Hill UFA #2 and Oak Hills #4 Wellheads)

Total Project Budget: $6.3M Project #6812017, 6802041

Estimate of Construction Cost: $3.4M

Proposed Consultant: Kennedy / Jenks Consultants, Inc.
Fee: $485,710.00 (Orig) + 348,094 (Mod 1)

Master Consultant Agreement # 2024-015

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: Tamara Richards Date 7-14-25
Division Director/Designee

Procurement Division

Date Received: 7/15/25 Date Reviewed by Analyst: 7/15/25

Approved by:
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: Date Reviewed: 7/21/25

Approved by:
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than $100,000)

Date Received: Date Reviewed: 7/22/25

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: 8/25/20(MS)

Agenda Item R.42. 9/2/2025

SUBJECT

SET PUBLIC HEARING to consider adoption of a resolution providing that the proposed Polk County Ag-Center serves a public purpose

DESCRIPTION

Chapter 288, Florida Statutes provides that the Florida Department of Agriculture and Consumer Services shall serve as the state agency responsible for screening applications for qualified agriculture and education facilities seeking state funding. Pursuant to that statute, applicants must certify by resolution, following a public hearing, that the proposed agriculture education and promotion facility serves a public purpose. Applications for state funding of the agriculture and education facility must be submitted by October 1st.

RECOMMENDATION

Set a public hearing on September 16, 2025 at 9:00 a.m. to consider adoption of a resolution providing that the proposed Polk County Ag-Center serves a public purpose and authorizes the filing of application for state funding for the Polk County Ag-Center.

FISCAL IMPACT

No fiscal impact will be realized by setting the hearing.

CONTACT INFORMATION

Noah Milov
Assistant County Attorney
863-534-6730

Agenda Item R.43. 9/2/2025

SUBJECT

Consider approval of the proposed settlement in the matter of Laura Russell v. Polk County Board of County Commissioners. ($76,000.00 one-time expense).

DESCRIPTION

This is a liability claim wherein Laura Russell sustained property damage due to a hole in a County storm drainpipe.

RECOMMENDATION

Approve the proposed settlement in the amount of $76,000.00.

FISCAL IMPACT

Funds are available in the General Fund Budget.

CONTACT INFORMATION

Mark Thomas, Director
Risk Management
863-534-5265
markthomas@polk-county.net

Memorandum

To: Claims Committee
From: Risk Management
Date: August 14, 2025
Re: Laura Russell v. Polk County Board of County Commissioners

---

Claim Description: This claim arises from property damage to Laura Russell's seawall which is alleged to have been caused by a hole in the County's storm drainpipe. This property is at 3695 Emerald Lane, Mulberry.

In June 2024 Ms. Russell hired a contractor to install a new seawall on her lakefront property. Following the installation, she noticed soil erosion at the top edge of the wall followed by bowing of the vinyl panels at the bottom. Her contractor returned on multiple occasions to perform remedial repairs, but the problem persisted.

In September 2024 Ms. Russell contacted Polk County Roads & Drainage to investigate the condition of the storm drainpipe which runs from an inlet in front of her home, through an easement between the homes, and empties into the lake behind her property. Her concern was that the pipe was not draining properly and was causing issues with her seawall. Inspection confirmed there was a large hole in the bottom of the 18-inch pipe. Roads & Drainage staff agree it is plausible the water leaking from this pipe into the ground under Ms. Russell's backyard could have produced enough hydrostatic pressure to undermine the seawall.

Ms. Russell has provided an estimate which includes:

$12,000.00 remedial repairs
$14,000.00 remove existing seawall
$50,000.00 install new seawall

Request: We are requesting $76,000.00 to settle this claim. Ms. Russell has agreed to settle this claim in exchange for a full release.

SETTLEMENT REQUEST: $76,000.00

- _____ Commissioner
- _____ County Attorney
- _____ Deputy County Manager

- _____ Director Risk Management
- _____ Clerk of Courts

Agenda Item R.44. 9/2/2025

SUBJECT

Request Board adopt a Resolution Approving a Plan of Finance Concerning the Issuance by the Polk County Industrial Development Authority of the Authority's Industrial Development Revenue Bonds for the Victory Ridge Academy Project in a principal amount not exceeding $40,000,000.00 to finance or refinance the costs of renovation, expansion, design, construction, equipping and/or furnishing of educational facilities to be located in Polk County, Florida, to be owned and operated by Victory Ridge Academy, Inc. (No fiscal impact)

DESCRIPTION

The Polk County Industrial Development Authority (the "Authority") previously adopted on August 14, 2025, its Resolution approving the issuance of the Authority's Industrial Development Revenue Bonds (Victory Ridge Academy Project) in a principal amount not to exceed $40,000,000 (the "Bonds"), to provide funds to make a loan to Victory Ridge Academy, Inc. ("VRA") and Victory Ridge Charitable Fund, Inc., each a Florida not-for-profit corporation (together with VRA, the "Borrowers") to finance or refinance the renovation, expansion, design, construction, equipping and/or furnishing of educational facilities, serving grades PK-12.

The Authority has recommended that the Board of County Commissioners (the "Board") of Polk County, Florida (the "County") approve the issuance of the Bonds in a principal amount not to exceed $40,000,000, to finance the Project. The Borrowers have requested that the Board approve the issuance of the Bonds to finance the cost of the Project. The Board is the elected legislative body of the County, and the County has jurisdiction over the entire area in which the Project is located. This Resolution is adopted pursuant to the laws of the State of Florida, including, in particular, Chapter 69-1510, Laws of Florida, as amended, Parts II and III of Chapter 159, Florida Statutes, and other applicable provisions of law.

The Authority held the required public hearing on August 14, 2025. The hearing was noticed at least seven (7) days prior to the public hearing in The Ledger, as evidenced by the affidavit of publication attached to this resolution.

The Bonds shall not be deemed to constitute a debt, liability or obligation, or a pledge of the faith and credit or taxing power, of the Authority, of the County or of the State of Florida or of any political subdivision thereof, but the Bonds shall be payable solely from the revenues and proceeds to be derived from the sale, operating or leasing of the Project, including payments received under the financing agreements entered into between the Authority and the Borrowers.

RECOMMENDATION

Recommend Board approval of the attached resolution approving the plan of finance concerning the issuance of the Bonds by the Authority, in an aggregate principal amount not exceeding $40,000,000.00, in one or more series, to finance the cost of the Project. The Project and the issuance of the Bonds to finance the Project will have a substantial public benefit.

FISCAL IMPACT

None.

CONTACT INFORMATION

Randy Mink
County Attorney
863-564-6730

RESOLUTION NO. 2025-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA, APPROVING A PLAN OF FINANCE CONCERNING THE ISSUANCE BY THE POLK COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY OF THE AUTHORITY'S INDUSTRIAL DEVELOPMENT REVENUE BONDS (VICTORY RIDGE ACADEMY PROJECT), IN A PRINCIPAL AMOUNT NOT EXCEEDING $40,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO MAKE A LOAN TO VICTORY RIDGE ACADEMY, INC. AND VICTORY RIDGE CHARITABLE FUND, INC., OR RELATED ENTITY TO FINANCE OR REFINANCE THE COSTS OF RENOVATION, EXPANSION, DESIGN, CONSTRUCTION, EQUIPPING AND/OR FURNISHING OF EDUCATIONAL FACILITIES TO BE LOCATED IN POLK COUNTY, FLORIDA, WHICH FACILITY IS TO BE OWNED AND OPERATED TO THE EXTENT OF ITS INTERESTS THEREIN BY VICTORY RIDGE ACADEMY, INC.

WHEREAS, the Polk County Industrial Development Authority (the "Authority") previously adopted on August 14, 2025, its Resolution approving the issuance of the Authority's Industrial Development Revenue Bonds (Victory Ridge Academy Project) in a principal amount not to exceed $40,000,000 (the "Bonds"), to provide funds to make a loan to Victory Ridge Academy, Inc. ("VRA") and Victory Ridge Charitable Fund, Inc., each a Florida not-for-profit corporation (together with VRA, the "Borrowers") to finance or refinance (i) the renovation, expansion, design, construction, equipping and/or furnishing of educational facilities, serving grades PK-12, owned and operated by VRA, including, but not limited to, an approximately 18,936 square foot classroom building, an approximately 11,330 square foot cafeteria, an approximately 3,447 square foot living skills center, an approximately 6,610 square foot covered play area, playground equipment and related site work to be located at 1991 Davenport Blvd., in Davenport, Florida, 33837 (the "Davenport Property"), and other improvements related thereto, (ii) the acquisition of additional property adjacent to the Davenport Property located on Davenport Blvd. between US 27 and Holly Hill Road in Davenport, Florida, and (iii) the Borrowers' obligations with respect to the outstanding Polk County Industrial Development Authority Industrial Development Revenue Bond (Victory Ridge Academy Project), Series 2024, which financed site work of an approximately 50,000 square foot educational facility serving grades PK-12 to be located at the Davenport Property (collectively, the "Project"), all of such facilities which are or will be owned by the Borrowers or a limited liability company of which one of the Borrowers will be the sole member; and

WHEREAS, the Authority has recommended that the Board of County Commissioners (the "Board") of Polk County, Florida (the "County") approve the issuance of the Bonds in a principal amount not to exceed $40,000,000, to finance the Project; and

WHEREAS, the Borrowers have requested that the Board approve the issuance of the Bonds to finance the cost of the Project;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA THAT:

SECTION 1. Authority. This Resolution is adopted pursuant to the laws of the State of Florida, including, in particular, Chapter 69-1510, Laws of Florida, as amended, Parts II and III of Chapter 159, Florida Statutes, and other applicable provisions of law.

SECTION 2. Findings. The Board hereby finds, determines and declares as follows:

A. Notice of a public hearing to be held by the Authority at 330 West Church Street, Bartow, Florida, inviting comments and discussions concerning the plan of finance for issuance of the Bonds by the Authority to finance the Project was published in *The Ledger*, a newspaper of general circulation in Polk County, Florida, at least seven (7) days prior to the Authority's meeting on August 14, 2025, and an affidavit of publication with respect to such notice is attached hereto as Exhibit "A."

B. Following such notice, a public hearing was held by the Authority on such date, during which comments and discussions concerning the plan of finance concerning issuance of the Bonds by the Authority to finance the Project were requested and heard.

C. The Project and the issuance of the Bonds to finance the Project will have a substantial public benefit.

D. The Board is the elected legislative body of the County, and the County has jurisdiction over the entire area in which the Project is located.

E. The Bonds shall not be deemed to constitute a debt, liability or obligation, or a pledge of the faith and credit or taxing power, of the Authority, of the County or of the State of Florida or of any political subdivision thereof, but the Bonds shall be payable solely from the revenues and proceeds to be derived from the sale, operating or leasing of the Project, including payments received under the financing agreements entered into between the Authority and the Borrowers.

SECTION 3. Approval. For the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, and Section 159.47(1)(f), Florida Statutes, the Board hereby approves the plan of finance concerning the issuance of the Bonds by the Authority in an aggregate principal amount not exceeding $40,000,000, in one or more series, to finance the cost of the Project.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon its passage.

[Signature page follows]

Passed and duly adopted at a regular meeting of the Board of County Commissioners of Polk County, Florida on the 2nd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS OF
POLK COUNTY, FLORIDA

By:_____
Chairman

ATTEST:

Stacy M. Butterfield, CPA, Clerk of the
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners of
Polk County, Florida

By_____
Deputy Clerk

#525676527_v3

EXHIBIT "A"

Affidavit of Publication

(attached)

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Lisa Myhrer
Holland & Knight LLP
100 N Tampa ST # 4100
Tampa FL 33602-3642

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 Public Notices, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

08/07/2025

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 08/07/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$661.02	
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Polk County Industrial Development Authority (the "Authority"), on August 14, 2025, at 10:00 a.m., in the Commissioners Conference Room, Room 407, Neil Combee Administration Building, 330 West Church Street, Bartow, Florida.

The public hearing will be held for the purpose of receiving comments and hearing discussion concerning the issuance of industrial development revenue bonds under state law in a maximum stated principal amount not exceeding $40,000,000 (the "2025 Bonds") as part of a plan of financing in one or more series. Proceeds of the 2025 Bonds will be loaned by the Authority to Victory Ridge Academy, Inc. ("VRA") and Victory Ridge Charitable Fund, Inc. ("VRCF," and together with VRA, the "Borrowers"), each of which are Florida not-for-profit corporations qualifying under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and used for the purpose of providing funds, together with other available funds, for (i) financing or refinancing the renovation, expansion, design, construction, equipping and/or furnishing of existing educational facilities, serving grades PK-12, owned and operated by VRA, including, but not limited to, an approximately 18,936 square foot classroom building, an approximately 11,330 square foot cafeteria, an approximately 3,447 square foot living skills center, an approximately 6,610 square foot covered play area, playground equipment and related site work to be located at 1991 Davenport Blvd., in Davenport, Florida, 33837 (the "Davenport Property"), and other improvements related thereto, (ii) acquisition of additional property adjacent to the Davenport Property located on Davenport Blvd. between US 27 and Holly Hill Road in Davenport, Florida, (iii) refinancing Borrowers' obligations with respect to the outstanding Polk County Industrial Development Authority Industrial Development Revenue Bond (Victory Ridge Academy Project), Series 2024, which financed site work of an approximately 50,000 square foot educational facility serving grades PK-12 to be located at the Davenport Property, (iv) funding a debt service reserve fund for the 2025 Bonds, if deemed necessary or desirable, (v) funding capitalized interest for the 2025 Bonds, if deemed necessary or desirable; and (vi) paying costs related to the issuance of the 2025 Bonds. The 2025 Bonds will be issued as qualified 501(c)(3) bonds under Section 145 of the Code. All of the financed facilities described above are or will be owned by the Borrowers or a limited liability company of which one of the Borrowers will be the sole member.

The Authority shall not be obligated to pay the 2025 Bonds except from the proceeds derived from the repayment of a loan to the Borrowers and neither the faith and credit nor the taxing power of the State or any political subdivision thereof shall be pledged to the payment of the principal of or the interest, or premium, if any, on the Bonds. The Authority has no taxing power.

All interested or affected taxpayers, property owners and citizens of Polk County, Florida, are invited to attend this public hearing and, either personally or through their representatives, will be given an opportunity to express their views concerning the proposed project and the issuance of the proposed bonds. Anyone desiring to make written comments may file them with the Polk County Industrial Development Authority, c/o Peterson & Myers, P.A., P.O. Drawer 7608, Winter Haven, Florida 33883-7608, Attention: David G. Fisher, Esq. Comments made at the hearing are for the consideration of the Authority and will not bind the Authority to any action it may take.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Office of the Equal Opportunity Director no later than three days prior to the proceeding at the address given in this notice. Telephone: (863) 534-6000.

SHOULD ANY PERSON DECIDE TO APPEAL ANY DECISION MADE BY THE AUTHORITY WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR THAT PURPOSE, SUCH PERSON 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.

This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

POLK COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

August 7 2025

LSAR0346135

Polk County

Board of County Commissioners

Agenda Item R.45. 9/2/2025

SUBJECT

Authorize the County Manager to Terminate the Interlocal Agreement Between Polk County and City of Frostproof for Polk County to provide Code Enforcement Services to Frostproof.

DESCRIPTION

On July 11, 2017, the Polk County Board of County Commissioners ("Board") approved an Interlocal Agreement Between Polk County and City of Frostproof for Polk County to provide Code Enforcement Services to Frostproof ("Interlocal"). At the August 29, 2025, agenda review meeting, the Board informed the County Manager that it wishes to terminate the Interlocal.

RECOMMENDATION

Authorize the County Manager to Terminate the Interlocal Agreement Between Polk County and City of Frostproof for Polk County to provide Code Enforcement Services to Frostproof.

FISCAL IMPACT

The termination of the Interlocal will result of loss of revenue of approximately $20,000 to the Code Enforcement Operating Fund received pursuant to the Interlocal.

CONTACT INFORMATION

Randy Mink, County Attorney

863-534-7679